962.

SUPREME COURT OF THE UNITED STATES.

No. 191.

ROBERT GUE, APPELLANT,

vs.

THE TIDE WATER CANAL COMPANY.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF MARYLAND.

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THE UNITED STATES OF AMERICA,
District of Maryland, to wit:

At a circuit court of the United States for the fourth circuit in and for the Maryland district, begun and held at the city of Baltimore, on the first Monday in April, in the year of our Lord one thousand eight hundred and fifty-eight:

Present, the honorable William F. Giles, judge of Maryland district; William Meade Addison, esquire, attorney; John W. Watkins, esquire, marshal; Thomas Spicer, clerk:

Among other were the following proceedings, to wit:

THE TIDE WATER CANAL COMPANY
vs.
ROBERT GUE.

Be it remembered that heretofore, to wit, on the twenty-sixth day of January, in the year of our Lord one thousand eight hundred and fifty-seven, the Tide Water Canal Company, by William A. Talbott, esquire, its solicitor, filed in the circuit court here (sitting as a court of equity) its bill of complaint against the said Robert Gue, in the words and of the tenor following, to wit:

Bill of complaint.

To the judges of the circuit court of the United States for the district of Maryland.

The Tide Water Canal Company, a body corporate by the law of the State of Maryland, brings this bill against Robert Gue, a citizen of the State of Pennsylvania, and thereupon complain and say:

That by an act of the General Assembly of the State of Maryland, passed at the December session, 1825, ch. 180, entitled "An act for the promotion of internal improvements," a corporation was created, by the name of the Maryland Canal Company, for the purpose of making a canal, fully set out in the act; that by the 10th section of said act the president and directors of said corporation were empowered, subject to the direction and control of a majority in interest of the stockholders represented in any general meeting, to regulate and fix a tariff of tolls, not exceeding an average of two cents per ton per mile; and by the 12th section of the same act it was enacted that the said canal, and the works to be erected thereon in virtue of that act, shall forever thereafter be esteemed and taken to be navigable as a public highway, free for the transportation of all goods, commodities, and produce whatever, on payment of the

tolls, to be imposed as aforesaid by that act, and no other tolls or tax whatever for the use of the said canal and the works thereon erected should at any time thereafter be imposed unless under the sanction of a law of the State of Maryland.

That by an act of the General Assembly of Maryland, passed at the December session, 1825, ch. 200, entitled "An act to incorporate the Susquehanna and Patapsco Canal Company," a corporation was created by the name of "The Susquehanna and Patapsco Canal Company," for the purpose of making a canal, in said last-mentioned act fully described, and by the fourth section of said last-mentioned act it was enacted that said last-mentioned corporation should have, use, and exercise all and singular the rights, powers, privileges, and advantages in making said canal, in possessing and enjoying the same when made, and should in all respects, so far as the same might be applicable, have and enjoy the same chartered rights as were granted and secured to the Maryland Canal Company by the act entitled an act for the promotion of internal improvements.

That by an act of the General Assembly of the State of Maryland, passed at December session, 1835, ch. 340, entitled "A supplement to an act entitled an act the Susquehanna and Patapsco Canal Company, passed at December session, 1825, ch. 200, certain commissioners were appointed in lieu of those named in said last-mentioned act, and by the third section thereof the name of said corporation was changed, and it was thereafter to be designated by the name of "Tide Water Canal Company," and they were authorized to construct a canal between the Pennsylvania line and the city of Baltimore, striking tide water at or near the town of Havre de Grace, in the State of Maryland; that by an act of the General Assembly of the State of Maryland, passed at the adjourned session of 1855, ch. 356, entitled "A supplement to an act entitled a supplement to an act to incorporate the Susquehanna and Patapsco Canal Company, passed at December session, 1825, ch. 200," the Tide Water Canal Company was authorized to construct a canal from the northern line of the State of Maryland to some point which might be determined on at or near the town of Havre de Grace aforesaid, and by the second section of the said last-mentioned act it was enacted that whenever eight thousand shares of stock, of fifty dollars each, should be subscribed, then the said subscribers and stockholders were by said act incorporated by the name of the Tide Water Canal Company, under the provisions of the act to which the said act was a supplement, and the act to incorporate the Susquehanna and Patapsco Canal Company, so far as the same might be applicable and necessary to the organization and management of the said company and the prosecution of said work.

That subsequent to the passage of said last-mentioned act, the capital stock in said corporation was duly subscribed and paid in,

and the corporation regularly organized, which organization has been regularly continued.

That by an act of the General Assembly of the State of Pennsylvania, approved April 15, 1835, and by various supplements thereto, a corporation was created, by the name of the Susquehanna Canal Company, for the purpose of constructing a canal from the Susquehanna river at or near the town of Columbia, in said State, to the Maryland line, which said corporation was duly organized, and the said organization has been regularly continued; that said corporations united their works at the line dividing the States of Maryland and Pennsylvania, and constructed a canal from a point opposite the town of Columbia, at the Susquehanna river, in the State of Pennsylvania, to tide water at the town of Havre de Grace, in the State of Maryland; which said canal was made at a cost of about four millions of dollars, and has always been kept in navigable order, and is now used as a public highway, according to the acts of incorporation.

That the cost of constructing the canal made by your orators was greater than their resources, and on the 23d day of December, eighteen hundred and forty-one, being largely indebted to various persons for such construction beyond their then ability to pay, the said complainants executed and delivered to James Hepburn, J. M. Haldeman, Simon Cameron, G. W. Aspinwall, John Boyd, Joseph Todhunter, W. G. Harrison, and Hugh Boyle, a deed conveying, so far as they had power to convey to said grantees and the survivor of them, all the lands, tenements, property, goods, chattels, and credits of said corporation, and also the canal of said grantors, and all the locks, bridges, houses, and works appurtenant to said canal or necessary for its use and enjoyment, and also all the tolls, profits, and emoluments arising from the said canal or any of the property or works thereto appertaining, which said canal, and lands, and property, and effects, which were situate and being in Harford county, in the State of Maryland, which said deed contained a proviso, that if said grantors should well and faithfully pay their debts, and apply the tolls and profits as thereinafter specified and directed, that said deed should be void.

First. To pay certain debts mentioned in said deed as preferred debts, and of which the debt hereinafter mentioned to the defendant herein was not included.

Second. To pay all other debts which might be due from the said grantors within four years from the date of said deed, with interest, in which said second class was included the debt to the defendant herein.

Third. That said grantors should apply the net proceeds of all tolls and profits they might receive, after deducting the expenses of paying officers and agents, and the expenses incident to conducting, repairing, and improving its canal, and the works and structures thereto appertaining, and other incidental expenses:

first, to the payment of the debts mentioned in the first class; and after they should be paid and satisfied, then to the payment of the debts mentioned in the second class.

And it was covenanted and agreed between the parties thereto, that the said grantors should remain in possession of the property thereby conveyed until a failure on their part to comply with and perform *and comply with* the stipulations of said deed; and it was further covenanted, that if said grantors should fail to pay the debts therein mentioned as they fell due, or should fail to apply the net proceeds of the tolls and profits as hereinbefore stated, then the said grantees full right and authority to enter upon all the estate and property thereinbefore mentioned, and receive the tolls and profits, and apply the net proceeds thereof, after deducting all incidental expenses, to the payment of the aforesaid debts in the same manner that the grantors had agreed above to apply the same.

And it was also covenanted, that if the said grantors should permit or suffer the tolls and profits, or any part thereof, arising from the said canal or any of the said estate or property hereby granted, to be applied in any other manner than therein and hereinbefore set forth, then the said parties of the second part might enter and apply the tolls and profits in the manner directed in the next preceding covenant above set forth, which said deed was duly executed and recorded; an office copy whereof is filed, marked exhibit A, and prayed to be taken as part hereof.

That the said trustees accepted said trust, and held the trust estate according to the terms of said deed; but for some years the revenues from said canal were not sufficient to pay the preferred claims.

That at the January session of the Legislature of Pennsylvania, for the year 1852, an act was passed, entitled, "An act to allow the Susquehanna and Tide Water Canal Companies to fund their debt and issue additional stock," whereby it was provided that creditors of said company should receive new bonds for their debts, bearing interest, payable semi-annually, and that whenever two-thirds in value of the creditors of said Susquehanna Canal Company, upon whose debts arrear interest should be due, should signify their assent to the arrangement proposed to be made by that act, to issue new stock of the Susquehanna Company to an amount equal to the indebtedness of said company, for arrear interest to the first day of January, 1854, and also for the arrear interest of said company on the obligations known as those of the Tide Water Canal Company, in the manner set out in said act.

And it was further enacted, that after two-thirds in value of the said creditors to whom arrear interest might be due, should have assented to said act, the said company should give notice of the fact to the trustees named in the deed of trust aforesaid, and furnish to said trustees a list of the names of the creditors who should so

assent with the amounts respectively held by them of claims upon said company; and said trustees, having ascertained that the provisions of said act had been complied with, then it should be the duty and they were required to reconvey to the president and managers of said company all the property held and vested by virtue of said deed of trust, and the president and managers, for the time being, should be held and taken to be trustees under the said deed of trust as to non-assenting creditors, as to whom said deed be operative, as the said property and rights if still remained in the hands of the trustees under the said deed, and the said president and managers should administer the same as regarded such non-assenting creditors according to the terms thereof. And it was further enacted, that all creditors who should not, on or before the first day of August, one thousand eight hundred and fifty-two, express, in writing, their dissent from the provisions of this act, should be taken and considered to have assented thereto as fully as if such assent had been given in writing; and if they did not surrender their evidences of debt by the first day of October, 1852, it was directed to be the duty of said company to pursue the course thereinafter stated as to those who did assent but neglected to bring in their evidences of debt, and the same consequences and advantages should ensue.

And it was further enacted, that any creditor who should assent, should, as against non-assenting creditors, notwithstanding the surrender of evidences of debt and acceptance of stock for arrear interest and new bonds for the principal of their debt, continue to be entitled to all the benefit and legal rights then belonging to them, as fully as if such stock had not been received, and as fully as the non-assenting might be until all had assented. And no such non-assenting creditor should be benefited or the position of his claim improved by any action of those assenting, but, in the judgment, order, or decree, of any court made in favor of such non-assenting creditor, the proportion that disclaimed would have borne to the whole, and the position it would have occupied if none had assented, shall be assigned to such non-assenting creditor; and in case of suit by any non-assenting creditor, the said company was thereby authorized to appear in court in behalf of all or any of the assenting creditors, and in their place, and as their agent, to urge the claims of said assenting creditors as fully as they in person might do as if no such assent had been given.

And it was further enacted, that said company should be authorized to pay the assenting creditors their interest as it fell due, and to set aside the proper proportion of the interest to which non-assenting creditors would have been entitled had they assented, and apply the same to the payment of such as might thereafter assent.

And it was further enacted, that if any creditor who assented should neglect or refuse to bring in his evidence of debt by the first day of October, 1854, the said company should prepare and exe-

cute the proper certificate of stock and new bonds for such creditor, and file the same away among the archives of said company, to be delivered to the proper owners whenever the old evidences of debt should be surrendered.

And it was further enacted, that the said act should be published once a week for three months prior to the first day of August, 1852, in a newspaper printed in the cities of Philadelphia, Lancaster, and Baltimore, respectively.

That, at the January session, 1852, the Legislature of Maryland passed an act, entitled, "An act to allow the Susquehanna and Tide Water Canal Companies to fund their debt and issue additional stock," whereby, after reciting that the Susquehanna and Tide Water Canal constituted one continuous work through the territories of Pennsylvania and Maryland, and are owned and governed by the same corporations, and reciting also the act of Pennsylvania above set forth, it was enacted that the provisions of said act should be applicable to the Tide Water Canal Company in the same manner and to the same extent as by the terms of said law they were made applicable to the Susquehanna Canal Company, all which appears by a copy of said act, herewith filed, marked B, and prayed to be taken as a part hereof.

That a certain Robert Gue, at the time said acts of Assembly were passed, held a judgment against your orators, recovered on the law side of this court at the November term, 1849.

That all the requirements of said acts of Assembly were duly complied with by said companies, and nearly all their creditors, to the amount of a million and a quarter of dollars, expressly assented thereto, and received new bonds and certificates of stock thereunder, and none but Robert Gue dissented.

That the said Robert Gue had notice of said acts of Assembly, and never dissented therefrom until recently, but allowed, without objection, the said acts to be carried out as to most of the creditors of said companies.

That said Robert Gue, at the April term, 1856, of this court, on the law side, obtained a fiat upon a scire facias to renew his said judgment, and has issued a writ of fieri facias thereupon, directed to the marshal of this district, who, by direction of said Robert Gue, has levied the same upon the houses, lots, locks, wharves, and other property, and has advertised the same for sale on the fourth day of February next, as will appear by said advertisement, herewith filed, marked C, and prayed to be taken as part hereof; that said property is absolutely necessary for the proper uses, construction, and working of said canal, and was all conveyed by your orators under and by the deed of the twenty-third day of December, 1841, above referred to.

That, if said sale is allowed, it will seriously embarrass if not entirely prevent the use of said canal, and entirely prevent the payment of interest to the assenting creditors under the acts of As-

sembly aforesaid; that your orators are ready and willing, and have offered to give said Robert Gue new bonds for his debt, and certificates of stock for the arrears of interest according to said acts of Assembly, but he now refuses the same.

That, by reason of the force and effect of the acts incorporating your orators, the said Robert Gue is prevented from selling the property advertised by the marshal, because the same is necessary for the uses of said canal, and a sale would be the destruction of the work; and even if he was not so prevented, the force and effect of the deed and acts of Assembly above set forth debars him from causing such sale to be made.

Your orators therefore pray that a writ of injunction may issue, commanding and enjoining the said Robert Gue, his servants and agents, and also commanding and enjoining John W. Watkins, esquire, marshal of this district, to desist and forbear from selling the said property seized, taken, and advertised, under said writ of fieri facias, and from all further proceedings under said writ, and that your orators may have such other and further relief as their case may require.

And that a writ of subpœna may be issued, commanding the said Robert Gue to be and appear in this court by a day therein to be named, to answer the premises, and as in duty, &c.

W. A. TALBOTT,
Sol'cr for Compl'ts.

STATE OF MARYLAND,
Baltimore city, sct:

On this 26th day of January, 1827, George W. Dobbin, president of the Tide Water Canal Company, made oath before me, a justice of the peace for said city, that he verily believes the matters and facts stated in the above bill to be true as stated.

WM. H. BAYZAND.

Exhibit A.

The Tide Water Canal Company to James Hepburn and others. Deed.

This indenture, made this twenty-third day of December, in the year eighteen hundred and forty-one, between the Tide Water Canal Company, a corporation chartered by the State of Maryland, of the first part, and James Hepburn, Jacob M. Haldeman, Simon Cameron, G. W. Aspinwall, and John C. Boyd, of the State of Pennsylvania, and Joseph Todhunter, William G. Harrison, and Hugh Boyle, of the city of Baltimore, and State of Maryland, of the second part:

Whereas the Tide Water Canal Company is indebted to divers persons, and owes a large amount of debts, and is also properly responsible for a large amount of debts contracted in the name of

the Susquehanna Canal Company, a corporation chartered by the State of Pennsylvania; the proceeds of the debts so contracted in the name of the Susquehanna Canal Company having been applied to the use of the Tide Water Canal Company aforesaid, and to secure the payment of said debts, and to produce a just and equitable appropriation of the property, effects, tolls, profits, and revenues of the Tide Water Canal Company aforesaid to the payment of its debts and liabilities, and a proper distribution thereof among its various creditors, according to their respective rights and claims to priority and preference, these presents are executed:

Now this indenture witnesseth, that the Tide Water Canal Company aforesaid, in consideration of the premises, and the further consideration of five dollars to it paid by the said parties of the second part, hath granted, bargained, sold, assigned and transferred, and by these presents doth grant, bargain, sell, assign and transfer unto the said parties of the second part, their heirs and assigns, for ever, as joint tenants, (with rights of survivorship as at common law,) all that land situated in Harford county, and State of Maryland, now in the possession, use, or occupancy of the Tide Water Canal Company aforesaid, and also the canal locks, bridges, houses, goods, chattels, tolls, profits, revenues, and effects of every description of the Tide Water Canal Company aforesaid, together with all the rights and privileges of receiving tolls, profits, and revenues, and all other rights and privileges appertaining or incidents to the said lands, canal, property and effects hereby conveyed: To have and to hold the lands, canal, tolls, profits and revenues, and all and singular the premises to the parties of the second part and their heirs, to the only use of the parties of the second part, their heirs and assigns, forever, as joint tenants, with rights of survivorship as at common law, subject, however, to an agreement made between the Susquehanna Canal Company and the Lancaster and Susquehanna Slack Water Navigation Company, dated the 24th day of September, 1841, and which agreement was assented to by the party of the first part: In trust, nevertheless, for the following purposes, to wit:

First. To pay to the State of Maryland the interest which shall accrue on the debts due from the party of the first part to the said State, and also to pay to James Hepburn, Jacob M. Haldeman, John N. Lane, John McKim, junior, Simon Cameron, John C. Boyd, Joseph Todhunter, Hugh Boyle, James Cheston, William G. Harrison, William Bose, and the executors of Edward Coleman, deceased, all such sums of money as they or either of them may have paid or may hereafter pay or are liable for, in virtue of any liability they or either of them may have incurred, directly or indirectly, for either the Tide Water Canal Company aforesaid, or for the Susquehanna Canal Company aforesaid, and shall also pay all such sums of money as may be due to the officers of Harford county court for official or professional services rendered for the Tide Water

Canal Company, and shall also pay all such sums of money as may be due to laborers and lock-keepers for work and services done on the canal of the party of the first part, during the year 1841. The debts enumerated in this paragraph to be regarded as preferred debts, and to be first paid before the debts mentioned in the succeeding paragraph, and the debts before mentioned due to laborers and lock-keepers for work and services aforesaid is to be paid in preference to and before all other debts.

Second. After paying the debts mentioned in the next preceding paragraph, then to pay all other debts which the Tide Water Canal Company or the Susquehanna Canal Company may owe. The debts mentioned in this paragraph to be paid on or before the first day of January, 1847, with interest from the time the said debts respectively bear interest, by the terms of the several contracts, notes, bonds, or evidences of debt by which they were created; and it is further provided that any creditor of the Tide Water Canal Company or of the Susquehanna Canal Company may at any time within one year from the date of these presents receive for his claim, in lieu of any other evidence of debts, the bonds of the said party of the first part, payable on the first day of January, in the year 1847, with interest from the date of such bond; and such bonds, when given, shall include the interest then due on the debts for which they are given, and shall be considered as a part of the debts the payment of which is provided for in this paragraph.

Third. It is further covenanted and agreed by and between the parties to these presents, that the party of the first part shall remain in possession of all the estate, property, effects, and rights hereby conveyed, so long as the party of the first part shall well and faithfully receive all the rents, issues, tolls, profits, revenues, and proceeds of the said land, canal, property, effects, and rights hereby conveyed, and hereinbefore mentioned, and shall, after deducting the necessary and incidental expenses arising from conducting, using, repairing, or necessarily improving the said canal or any of the works or buildings thereto appertaining, apply and disburse the same in payment of the debts aforesaid, according to their respective rights to preference, as hereinbefore stated. And it is further covenanted and agreed, that the preceding covenants by which the party of the first part is to retain possession as aforesaid is upon the express condition that the said party of the first part shall well and faithfully receive and disburse the rents, issues, tolls, revenues, profits, and proceeds aforesaid, as hereinbefore provided, and upon the further condition that if the said party of the first part shall from any cause whatever neglect, omit, refuse, or be prevented from receiving or disbursing the rents, issues, tolls, revenues, profits, or proceeds aforesaid, as hereinbefore directed and provided, then the said covenant herein contained, by which the said party of the first part is to retain possession, and receive and disburse as aforesaid, is to be utterly null and void, and the said parties of the

second part are forthwith to enter into possession and receive all the estate, property, effects, rights, tolls, rents, issues, profits, revenues, and proceeds, in the same manner and to the same extent as if no stipulation or covenant were herein contained, providing for the retaining of the possession by the party of the first part, and receiving and disbursing as aforesaid.

And it is further covenanted and agreed by and between the parties hereto, that the said party of the first part may at any time hereafter surrender up to the party of the second part the possession of all the estate, property, rights, and effects, and all the tolls, profits, rents, issues, revenues and proceeds hereinbefore mentioned, and upon such surrender the said party of the first part is to be exempted and released from all obligation to receive and disburse the rents, issues, tolls, profits, revenues, and proceeds, as hereinbefore provided and directed.

And it is further covenanted and agreed by and between the parties hereto, that if the party of the first part shall either surrender up the possession as aforesaid, or shall in any respect fail to comply with any of the aforegoing stipulations, conditions, covenants, or agreements, concerning the receiving or disbursing of the rents, issues, profits, tolls, revenues, or proceeds aforesaid, then, and in any of these events, the party of the second part shall and will forthwith enter upon and take possession of all the land, canal, estate, property, effects, rights, tolls, profits, revenues, and proceeds hereinbefore mentioned, and shall pay and satisfy the debts aforesaid according to their respective rights to priority and preference in payment as hereinbefore provided: Provided, however, and it is further covenanted and agreed between the said parties to these presents, that the party of the first part shall have the right at any time to fund or convert into permanent loan the debts and liabilities, the payment of which are herein provided for, or to raise money by way of loan to pay the same, and to pledge, mortgage, or otherwise convey all and singular the property and estate hereby granted and conveyed for the security thereof, and the right of declaring and paying dividends out of the surplus profits after payment of the interest on the said loan. And in the event of the said debts or liabilities being paid or funded as aforesaid, this conveyance shall be void, and all and singular the estate and property hereby conveyed shall revert to and be revested in the said party of the first part.

And the Tide Water Canal Company aforesaid hath and doth hereby constitute and appoint Stephen J. Magraw, of Harford county and State of Maryland, its true and lawful attorney in fact, to acknowledge for it and in its name before some proper officer or officers the aforegoing deed, and to deliver the same to the grantees herein named; and the Tide Water Canal Company aforesaid hath and doth hereby give to its said attorney in fact all the powers necessary for acknowledging and delivering said deed.

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In witness whereof, the Tide Water Canal Company hath hereunto affixed its seal, and its president, James Hepburn, [SEAL.] hath hereunto subscribed his name on the day and year first above written.

JAS. HEPBURN, *President.*

Signed, sealed, and delivered, in the presence of—"the name G. W. Aspinwall in the sixth line, inserted before execution—
J. R. WELSH,
ALLEN ELDER.

STATE OF MARYLAND,
City of Baltimore, to wit:

On this 23 day of December, in the year 1841, came J. R. Welsh, one of the subscribing witnesses to the aforegoing deed, before me, the subscriber, one of the associate judges of the sixth judicial district of the State of Maryland, and made oath on the Holy Evangely of Almighty God, that he was present when the aforesaid deed and letter or power of attorney was executed, and [saw] the said Tide Water Canal Company, the party grantor therein named, seal and execute the same, and that he subscribed his name thereto as a witness.

And at the same time personally appeared before me, the subscriber, a judge as aforesaid, Stephen J. Magraw, being the person named in the letter of attorney contained in the aforegoing deed, the due execution of which was proved before me as aforesaid, and the said Stephen J. Magraw, for and in the name of Tide Water Canal Company aforesaid, acknowledged the aforegoing deed to be the act and deed of the Tide Water Canal Company aforesaid, and the estate, property, rights, tolls, profits, and effects therein mentioned and thereby conveyed, to be the right, property, and estate of the party of the second part in said deed named, their heirs and assigns, forever, according to the purport, true intent, and meaning of said deed.

Taken and certified by

R. B. MAGRUDER.

Received and recorded the 24th day of December, A. D. 1841, and examined by

HENRY DORSEY, *Clerk.*

STATE OF MARYLAND,
Harford county, to wit:

I hereby certify that the aforegoing is truly copied from Liber H. D. No. 25, folio 324, &c., one of the land record books of Harford county court.

In testimony whereof, I hereunto subscribe my name and affix the seal of the circuit court for Harford county, this 24th day of January, A. D. 1857.

[SEAL.]

A. LINGAN JARRETT,
Clerk.

Exhibit B.

An act to allow the Susquehanna and Tide Water Canal Companies to fund their debt and issue additional stock, 1852.

Whereas, the Susquehanna Canal and Tide Water Canal constitute one continuous work through the territories of Pennsylvania and Maryland, and are owned and governed by the same corporations, and whereas, the Legislature of Pennsylvania, at its present session, has passed a law relating to said companies, in the following words, to wit:

Whereas, the Susquehanna Canal Company, by reason of the excess over *of* the actual *over the* estimated cost of their canal, were obliged to contract debts to a large amount for the completion of that work, which indebtedness exists in various forms, secured by different mortgages in different degrees of priority, but the larger part of it being unpreferred, and comprehended only in a general deed of trust for the benefit of creditors, executed by the said company, on the twenty-third day of December, one thousand eight hundred and forty-one:

And whereas a large amount of arrear interest has accrued upon the said unpreferred debt, which renders it impracticable to give to the said debt, in the hands of the holders thereof, the same value and availability which it would derive from the conversion of the said arrear interest into capital stock, and a remodeling of the affairs of said company, so that the holders of said debt shall receive new bonds for the principal of said debt, bearing interest payable semi-annually:

And whereas the condition of prosperity of said company is now such that such a measure may be proposed which it is understood is very generally desired by all parties interested therein: Therefore—

Sec. 1. Be it enacted by the Senate and House of Representatives of the Commonwealth of Pennsylvania, and it is hereby enacted by the authority of the same, That whenever two-thirds in value of the creditors of the said company, upon whose debts arrear interest may be due, shall have signified their assent to arrangement proposed to be made by means of this act, it shall and may be lawful for the said company to issue new stock of the said company to an amount equal to the indebtedness of the said company for arrear interest to the first day of January, one thousand eight hundred and fifty-four, or any earlier period if the company should deem it expedient; and also for the arrear interest of the

said company on the obligations known as those of the Tide Water Canal Company, in shares of fifty dollars each, and to pay the same at par in discharge of the said arrear interest, and when in the settlement with any creditor for arrear interest a fractional part of fifty dollars is left, to grant to such creditor a certificate of indebtedness for such fractional sum, any number of which certificates, amounting in the whole to fifty dollars or more, may be again convertible into stock as an original indebtedness for arrear interest.

Sec. 2. And be it further enacted, That nothing in this act contained shall in any manner affect the rights or priorities of the State of Maryland as a creditor of the said companies, or either of them, for either principal or interest; nor shall the said State as a creditor, nor any other preferred creditor whosoever, be in any manner subject to the provisions of this act.

Sec. 3. And be it enacted, That after two-thirds in value of the said creditors, to whom arrear interest may be due, shall have assented to the provisions of this act, the said company shall give notice of the fact to the trustees named in the deed of trust of the twenty-third of December, eighteen hundred and forty-one, or the survivors of them, and shall furnish to the said trustees a list of the names of the creditors of the company who shall have assented as aforesaid, with the amounts respectively held by them of claims upon the said company; and the said trustees, having ascertained that the provisions of this act have been complied with in the premises, then it shall be their duty, and they are hereby enjoined and required, to reconvey and deliver over to the president and managers of the said company all and singular the property and estate of the said company held by and vested in them by virtue of the said deed of trust; and the said trustees, upon such conveyance and delivery and acceptance by the company as aforesaid, shall be discharged from the said trust, and from all liability in virtue thereof, and may plead this act, and give it in evidence in any court of record in discharge of any suit or proceedings prosecuted upon claim at law or in equity in virtue of said trust in bar thereof. And the said president and managers of the said company, for the time being after delivery as aforesaid, shall be held and taken to be trustees under the same deed of trust of the twenty-third day of December, eighteen hundred and forty-one, as to non-assenting creditors, as to whom the said deed shall be operative as if the said property and rights still remained in the hands of the trustees under the said deed, and the said president and managers shall administer the same, as regards such non-assenting creditors, according to the tenor thereof.

Sec. 4. And be it further enacted, That all persons holding claims against the said company, in any fiduciary capacity, shall, by all the courts of this Commonwealth, be fully justified by this act in consenting to the arrangement proposed by this act, and in giving up the present evidences of indebtedness, and in accepting certificates

of stock for arrear interest and new bonds for the principal debt; and if their cestui que trusts shall at any time seek to hold such trustees to any accountability for so doing, such person may give this act in evidence as a bar to such attempt.

Sec 5. And be it enacted, That all claimants to whom arrear interest shall be due, who shall not, on or before the first day of August, one thousand eight hundred and fifty-two, express in writing, their dissent from the provisions of this act, shall be taken and considered to have assented thereto, as fully as if such assent had been given in writing; and if they do not surrender their evidences of indebtedness by the first day of October, one thousand eight hundred and fifty-two, it shall be the duty of the said company to pursue the course prescribed in the seventh section of this act in relation to persons who have assented but neglected to bring in their evidences of debt, and the same consequences and advantages shall enure as are therein prescribed.

Sec. 6. And be it further enacted, That any creditors of said company who shall have assented to the provisions of this act, shall, as against the non-assenting creditors, notwithstanding the surrender of their evidences of debt and the acceptance of stock for their arrear interest, and new bonds for the principal of their debt, continue to be entitled to all the benefits and advantages and legal rights that now belong to them, as fully as if such stock had not been received, and as fully as the non-assenting creditors are or may be until all the creditors of the said company to whom arrears of interest may be due shall have assented to this act; and no such non-assenting creditor shall, by any means, be benefited or the position of his claim be improved by the action of those assenting to the provisions of this act, but in any judgment, order, or decree of any court, made or given in favor of such non-assenting creditor, the proportion that his claim would have borne to the whole, and the position it would have occupied, if none had assented thereto, shall be assigned to such non-assenting creditor; and in case of suit by any non-assenting creditor, the company is hereby authorized to appear in court in behalf of all or any of the assenting creditors, and in their place and as their agent to urge the claims of such assenting creditors as fully as they, in person, might or could do if no such assent had been given.

Sec. 7. And be it enacted, That the said company shall be authorized to pay to the said assenting creditors their interest, as the same falls due, from the revenues of the said company, and to set aside the proper proportion of the interest to which the non-assenting creditors would have been entitled if they had assented to the provisions of this act, to be by the said company applied to the payment of such of them as may thereafter signify in writing their assent to the provisions of this act, or to the said non-assenting creditors, whenever their respective rights thereto shall be determined by *and* competent tribunal.

Sec. 8. And be it enacted, That if any creditor who shall have assented to the provisions of this act shall neglect or refuse to bring in his evidence of debt, by the first day of October, one thousand eight hundred and fifty-two, it shall be the duty of the said company to prepare and execute the proper certificates of new stock and new bonds for such creditor or creditors, to be filled up in the names of such creditors, or their assignees or representatives if they can be ascertained, and file the same among the archives of company, to be delivered to the proper owners whenever the old evidences of debt shall be surrendered, and from the time when such certificate and bond shall be executed and filed, the endorsement of which on such certificates and bonds shall be evidences of the fact; the said creditors so neglecting shall forfeit all claims or rights whatever under their old evidences of debt, except as against the non-assenting creditors.

Sec. 9. And be it enacted, That the preceding section of this act shall be published once a week for three months prior to the first day of August, one thousand eight hundred and fifty-two, in a newspaper printed in the cities of Philadelphia, Lancaster, and Baltimore, respectively.

And whereas it is essential for the proper management of said works, that the Legislature controlling the policy and management of both said companies shall be the same: Therefore—

Be it enacted by the General Assembly of Maryland, That the provisions of the foregoing law of Pennsylvania shall be applicable to the Tide Water Canal Company in the same manner and to the same extent as by the terms of said law are made applicable to the Susquehanna Canal Company, except that the stock therein authorized to be issued and paid to the consenting creditors shall be the stock of the Susquehanna Canal Company.

MARYLAND, *sct:*

We certify that the aforegoing is a true copy of the bill, entitled, "An act to allow the Susquehanna and Tide Water Canal Companies to fund their debt and issue additional stock," as passed the General Assembly of Maryland at its present session.

In testimony whereof we hereunto set our hands, this 28th day of April, 1852.

J. PINKNEY,
Secretary of the Senate.
JOS. V. STEWART,
Clerk to the House of Delegates.

Exhibit C.

MARSHAL'S SALE.—By virtue of a writ of fieri facias, issued by the clerk of the United States circuit court for the fourth circuit in and for the Maryland district, and to me directed, in the name

of Robert Gue vs. The Tide Water Canal Company, I will expose to public sale, for cash, on Wednesday, the 4th day of February next, at 12 o'clock m., at the Railroad Hotel, in the town of Havre de Grace, Harford county, Md., the following property, viz: 1 two-story double brick house, with about one acre of ground attached; also 9 canal locks, Nos. 1, 2, 3, 4, 5, 6, 7, 8, and 9; also about 250 feet of valuable wharf property, now under lease to Capt. Taylor and the Philadelphia Steamboat Company; also about 18 valuable building lots, 30 feet front and 200 feet deep. All the above property is located in and near the said town of Havre de Grace, and will be pointed out on the day of sale. Taken as the property of the said Tide Water Canal Company, and sold to satisfy said fi. fa. debt, interest, and costs.

JOHN W. WATKINS,
U. S. Marshal.
CANNON & MATTHEWS,
Auctioneers.

Whereupon the court here made and passed the following order, to wit:

Order.

On the above bill it is ordered by the court that the application for injunction stand for hearing on the 2d February next, provided a copy of this order be served on P. McLaughlin, esquire, counsel for Robert Gue, on or before the 28 inst.

WILLIAM F. GILES.

BALTO., *Jan'y* 26, 1857.

Service acknowledged, January 26, 1857.

P. McLAUGHLIN.

Thereupon the writ of the United States of America of subpœna issued out of the circuit court here, to the said Robert Gue directed, in the words following, to wit:

Subpœna.

THE UNITED STATES OF AMERICA,
District of Maryland, to wit:

To Robert Gue, a citizen of the State of Pennsylvania, greeting:

[SEAL.] We command you that, all excuses and delays set aside, you be and appear before the circuit court of the United States for the fourth circuit in and for the Maryland district, at the United States court room, in the city of Baltimore, on Monday, the second day of February next, to answer unto the bill of complaint of the Tide Water Canal Company, a body corporate by the law of the

State of Maryland, in the said circuit court exhibited against you; hereof you are not to fail, as you will answer the contrary at your peril.

Witness the honorable R. B. Taney, Chief Justice of our Supreme Court, the first Monday in December, in the year of our Lord one thousand eight hundred and fifty-six.

D. & T. Issued 26 Jan'y, 1857.

THOMAS SPICER,
Clerk Cir. Court.

Marshal's Return.

Served on P. McLaughlin, Jan'y 27th, 1857.

J. W. WATKINS,
U. S. Marshal.

Jan'y 29th, 1857. Service admitted.

P. McLAUGHLIN,
Solc. for Defd.

Afterwards, to wit, on the twentieth day of March, in the year of our Lord one thousand eight hundred and fifty-seven, the court here made and passed the following order, to wit:

Order.

IN THE CIRCUIT COURT OF THE UNITED STATES.

THE PRESIDENT AND DIRECTORS OF THE Tide Water Canal Company vs. ROBERT GUE.	November term, 1856. In equity.

Ordered by the court, this 19th day of March, 1857, that on the filing of a bond in the usual conditions, with security approved by the court in the penalty of $16,000, injunction issue in this case as prayed.

WILLIAM F. GILES.

Afterwards, to wit, on the fourth day of April, in the year of our Lord one thousand eight hundred and fifty-seven, the said Tide Water Canal Company, by its solicitor aforesaid, filed in the circuit court here an injunction bond, in the words and of the tenor following, to wit:

Injunction Bond.

Know all men by these presents, that we, the president and directors of the Tide Water Canal Company, and George W. Dobbin and Thomas M. Abbett, are held and firmly bound unto Robert Gue in the full and just sum of sixteen thousand dollars lawful money, to be paid to the said Robert Gue, his executors, administrators, or assigns; to *the* which payment, well and truly to be made

and done, the said president and directors of the Tide Water Canal Company and the said George W. Dobbin and Thomas M. Abbett bind themselves, and each of them, jointly and severally firmly by these presents. Sealed with their seals, and dated this thirtieth day of March, in the year of our Lord one thousand eight hundred and fifty-seven.

Whereas, the above bounden, the president and directors of the Tide Water Canal Company, are about to issue an injunction out of the circuit court of the United States for the district of Maryland, against the said Robert Gue, to stay proceedings at law on a judgment rendered against them in favor of the said Robert Gue in the circuit court of the United States for the district of Maryland, for the sum of thirty-two hundred five dollars, with interest and costs:

Now, the condition of the above obligation is such, that if the president and directors of the Tide Water Canal Company aforesaid shall prosecute the said writ of injunction with effect, and satisfy and pay as well the said sum of money and costs as all costs, damages, and charges that shall accrue in the circuit court aforesaid, sitting as a court of equity, or be occasioned by the delay of the said injunction, unless the circuit court aforesaid shall decree to the contrary, and shall in all things obey such order and decree as may be made in the premises, then the above obligation to be of none effect, else to be and remain in full force and virtue.

GEO. W. DOBBIN,
President of the Tide Water Canal Company.
GEO. W. DOBBIN, [SEAL.]
TH. M. ABBETT, [SEAL.]

Signed, sealed, and delivered in presence of—
J. K. BARNES.

[CORPORATE SEAL.]

Bond approved 4th April, 1857.

WILLIAM F. GILES.

Whereupon, on the same day, to wit, the fourth day of April, in the year of our Lord one thousand eight hundred and fifty-seven, the writ of the United States of America of injunction issued out of the circuit court here, directed to the said Robert Gue, his counsellors, solicitors, agents, and servants, in the words and of the tenor following, to wit:

Writ of Injunction.

THE UNITED STATES OF AMERICA,
District of Maryland, to wit:

To Robert Gue, his counsellors, solicitors, agents, servants, and
[SEAL.] every of them, greeting:

Whereas, it hath been represented to the circuit court of the

United States for the fourth circuit in and for the Maryland district, sitting as a court of equity, by a bill on the part of the president and directors of the Tide Water Canal Company by a bill exhibited against you, the said Robert Gue, that you, the said Robert Gue, have issued out of the said circuit court a writ of fieri facias upon a certain judgment recovered in said court against the president and directors of the Tide Water Canal Company aforesaid, which said writ of fieri facias was directed to the marshal of the said district, and that, by your direction, the said marshal has levied said writ upon certain houses, locks, lots, wharves, and other property, and has advertised the same for public sale; and whereas, it hath been further represented by said bill, that you, the said Robert Gue, by reason of the matters and facts set out in said bill, are debarred from causing such sale to be made:

These, therefore, are to command and enjoin you, the said Robert Gue, your servants, and agents, to desist and forbear from selling the said property seized, taken, and advertised under the said writ of fieri facias, and from all further proceedings under said writ, until the further order in the premises of the circuit court aforesaid, sitting as a court of equity.

Witness the honorable R. B. Taney, Chief Justice of our Supreme Court, the first Monday in December, in the year of our Lord one thousand eight hundred and fifty-six.

D. &. T. Issued 4th April, 1857.

THO. SPICER,
Cl'k Cir't Ct.

Marshal's Return.

Served on P. McLaughlin, counsel for defend't.

J. W. WATKINS,
U. S. Marshal.

Afterwards, to wit, on the seventeenth day of December, in the year of our Lord one thousand eight hundred and fifty-seven, the said Robert Gue, by James M. Campbell and Patrick McLaughlin, his solicitors, filed in the circuit court here his answer to the bill of complaint of the said Tide Water Canal Company against him, in the words and figures following, to wit:

Answer.

To the honorable the judges of the circuit court of the United States for the Maryland district, in equity.

The answer of Robert Gue, a citizen of the State of Pennsylvania, to the bill of complaint of the Tide Water Canal Company, a body politic incorporated by the State of Maryland.

This respondent admits, that under the provisions of an act of the General Assembly of Maryland, passed at December session, 1825,

ch. 180, a corporation was created by the name of the Maryland Canal Company, with the powers by said act conferred; and that under the provisions of another act of the same General Assembly, passed at the same session, ch. 200, another corporation was created, by the name of the Susquehanna and Patapsco Canal Company, with the powers enumerated in said last-mentioned act; and that a supplement to said last-mentioned act was passed *was passed* at December session, 1835, ch. 340, and that a supplement to the said supplement was passed at the same session, ch. 356, and that subsequently to the passage of the said last-mentioned act, the stock thereby authorized was subscribed for and paid in, and the corporation thereby created was organized; which organization, he is informed and believes, has been continued ever since.

And this respondent further admits, that the Susquehanna Canal Company, a corporation created by the authority of the State of Pennsylvania, in or about the year 1835, and ever since existing, united with the said Tide Water Canal Company to make, and did make, at an expense unknown to this respondent, a canal from a point opposite the town of Columbia, in Pennsylvania, to tide water at Havre de Grace, in the State of Maryland, and that the same is in navigable order and used; but whether the same be a public highway or not, this defendant submits to this honorable court upon the facts as they may appear, and the laws applicable thereto.

And this respondent admits, that on the 23d day of December, 1841, the said Tide Water Canal Company executed a deed of trust to James Hepburn and others, who accepted the same, for the provisions of which he refers to the copy thereof when it shall be filed, pursuant to the undertakings of the complainant in that behalf; but that he does not know and therefore cannot admit what amount of revenues has been received since the said deed was executed.

And this respondent further admits, that the Legislature of Pennsylvania passed in the year 1852 an act entitled "An act to allow the Susquehanna and Tide Water Canal Companies to fund their debt and issue additional stock," and that at January session of the year last mentioned, the General Assembly of Maryland also passed an act with the same title, for the provisions whereof he refers to the statute books of the said States respectively; and he further admits that he dissented from said acts.

And this respondent further says, that he cannot remember the time at which he was made aware of the passage of the Pennsylvania or the Maryland act aforesaid, and when he did first hear of them, it was only in general conversation, which did not communicate to him the particulars of the legislation, and the earliest information he had of the actual provision of the Maryland law was from his solicitor, P. McLaughlin, who read the same to him from the printed book of statutes, and it [is] his belief, and he therefore avers, that he had no actual notice of the provisions of the Maryland law until the autumn of 1852; and he submits that the said

act of the Maryland Legislature is in violation of the constitution of Maryland, and that he is advised it is void.

And this respondent further says, that he does not know and therefore cannot admit that all the requirements of said acts were duly complied with by said companies, or what amount or number of the creditors of the Tide Water Canal Company have assented to the said last-mentioned act.

And this respondent further saith, that on the 12th of November, 1849, he instituted suit in the circuit court of the United States for the Maryland district against the Tide Water Canal Company, and on the same day the said company confessed judgment in his favor for the sum of $7,000 damages, to be released on the payment of $1,250, with interest from the 1st of January, 1841, and on further payment of $450, with interest from 1st of January, 1841, and on payment of the further sum of $1,300, with interest from 1st of January, 1841, and on payment of the further sum of $100, with interest from the 1st of January, 1841, and on payment of the further sum of $104, with interest from the 1st of January, 1841, and on payment of the further sum of one dollar, with interest from the 12th of November, 1841, till paid, and costs; and he herewith files a copy, duly authenticated under the seal of the record of said suit and judgment, and prays to have the same taken as a part of his answer.

And this respondent further saith, that at the time of the institution of the said suit, and the rendition of said judgment, he filed in said court the obligation and notes of the Tide Water Canal Company, which were the causes of action of said suit, all of which duly appear in the record aforesaid, together with an entry made upon them of "cancelled by judgment," the same having been so made at the time *of* said judgment was rendered, and he avers that he held the said notes or obligations of the said Tide Water Canal Company before the 23d day of December, 1841, and at that time and afterwards, up to the time of the rendition of the judgment aforesaid, and that he received the same from the said company for work and materials furnished by him to said company at its request in the years 1837, 1838, and 1839, in and about the construction of the Tide Water canal and its works.

And this respondent further saith, that on the 1st November, 1855, he issued out of the circuit court aforesaid a writ of scire facias to revive said judgment, and that no defence was made thereto, though the said Tide Water Canal Company appeared to the same, and that a fiat was entered by said court upon said judgment on the first Wednesday of April, 1856; and he herewith files a duly authenticated copy under seal of the said scire facias, and the proceedings thereon, and prays that the same may be taken as part of this answer; and he further admits that he issued his fieri facias on said judgment, which was levied, as by said writ and the marshal's endorsement filed with the bill appears.

And this respondent further saith, that the said Tide Water Canal Company expressed its willingness to give him new bonds for its debt, and certificates of stock for the amount of its interest, according to the said act of Assembly; but he refused to take the same.

And this respondent further saith, that he admits that a sale of a portion of the property levied on under the fieri facias aforesaid will embarrass the use of said Tide Water canal, but to what extent this respondent is unable to say; but that a part of the property so levied on is not indispensable to the use of the said canal, to wit, the vacant lots, which are not in fact, as he is informed and believes, availed of except for revenue, and one or more houses which are put to the same use.

And this respondent further saith, that he is advised that the act of Assembly of Maryland aforesaid doth not in any wise bind him, he having been, as he avers, at the time of its passage, a citizen of and residing in the State of Pennsylvania, of which State he hath been ever since a citizen and resident.

And he further says, that the deed aforesaid of the 23d December, 1841, is against him fraudulent and void, whether administered by the trustees therein named or the Tide Water Canal Company, and that it was made with intent to hinder, delay, and defraud the creditors of said c mpany, and this respondent among them; and he prays that the injunction heretofore granted may be dissolved, and that he may be hence dismissed with his reasonable costs in this case by him unjustly sustained.

JAMES M. CAMPBELL,
P. McLAUGHLIN,
Solcrs. for Defendant.

DISTRICT OF MARYLAND, *to wit:*

Be it remembered, that on this 15th day of December, in the year 1857, before the subscriber, a by the circuit court of said district, duly appointed, personally appeared Robert Gue, and made oath on the Holy Evangely of Almighty God, that the matters and charges stated in the foregoing answer are true to the best of his knowledge and belief.

JOHN HANAN,
U. S. Com. for Md.

Exhibit No. 1.

THE UNITED STATES OF AMERICA,
District of Maryland, to wit:

At a circuit court of the United States for the fourth circuit, in and for the Maryland district, begun and held at the city of Baltimore, on the first Monday in November, in the year of our Lord one thousand eight hundred and forty-nine:

Present, the honorable R. B. Taney, Chief Justice of the Supreme Court of the United States; U. S. Heath, judge of Maryland district; William L. Marshall, esquire, attorney; Thomas H. Kent, (of J.,) esquire, marshal; Thomas Spicer, clerk:

Among other were the following proceedings, to wit:

ROBERT GUE
vs.
THE TIDE WATER CANAL COMPANY.

Be it remembered that heretofore, to wit, on the twelfth day of November, in the year of our Lord one thousand eight hundred and forty-nine, the said Robert Gue, by Patrick McLaughlin, his attorney, declared in the circuit court here against the said Tide Water Canal Company, in a plea of trespass in the case, &c., in the words and of the tenor following, to wit:

Nar.

THE UNITED STATES OF AMERICA,
District of Maryland, set:

Circuit court of the United States for the fourth circuit in and for the Maryland district:

Tide Water Canal Company, late of the district aforesaid, incorporated by act of the General Assembly of Maryland, was summoned to answer unto Robert Gue, a citizen of the State of Pennsylvania, of a plea of trespass on the case, &c.

And thereupon the said plaintiff in this action, by Patrick McLaughlin, his attorney, complains:

For that, whereas the said defendant in this action, on the tenth day of May, in the year of our Lord eighteen hundred and forty-nine, to wit, at the county aforesaid, was indebted to the said plaintiff in a large sum of money, to wit, the sum of five thousand dollars, lawful money, for the work and labor, care, diligence, and attendance of the said plaintiff before that time done, performed, and bestowed by the said plaintiff in and about the business of the said defendant, for it and at its special instance and request, and for divers materials and other necessary things made, done, performed, furnished, used, and applied in and about that work, labor, and business for the said defendant, and at its like special instance and request; and also, in another like sum of money for the use and occupation of certain rooms and apartments in and parcel of a certain dwelling-house, buildings, and land, with the appurtenances of the said plaintiff, by the said defendant, and at its special instance and request; and by the sufferance and permission of said plaintiff for a long time then elapsed, had, held, used, occupied, possessed, and enjoyed; and also, in another like sum of money, for sundry matters properly chargeable in account, as by the par-

ticular account thereof, herewith into court brought, may and doth more fully and at large appear; and also in another like sum of money, for divers goods, wares, and merchandise, by the said plaintiff before that time sold and delivered to the said defendant, and at its like special instance and request; and also in another like sum of money, for money by the plaintiff before that time lent and advanced to and paid, laid out, and expended for the said defendant, and at its like special instance and request; and also in another like sum of money for so much other money by the said defendant before that time had and received to and for the use of the said plaintiff; and being so indebted the said defendant, in consideration thereof, afterwards, to wit, on the day and year aforesaid, at the county aforesaid, undertook, and then and there faithfully promised the said plaintiff, to pay him, the said plaintiff, the said several sums of money in this count mentioned, when the said defendant should be thereto afterwards requested.

And whereas, also, the said defendant afterwards, to wit, on the day and year aforesaid, at the county aforesaid, accounted with the said plaintiff of and concerning divers other sums of money before that time due and owing from the said defendant to the said plaintiff, and then being in arrear and unpaid, and upon such accounting the said defendant was then and there found to be in arrear and indebted to the said plaintiff in another large sum of money, to wit, in the further sum of five thousand dollars of like lawful money; and being so found to be in arrear and indebted, the said defendant, in consideration thereof, afterwards, to wit, on the day and year aforesaid, at the county aforesaid, undertook and faithfully promised the said plaintiff to pay him the last-mentioned sum of money when the said defendant should be thereto afterwards requested.

Nevertheless, the said defendant, not regarding his said promises and undertaking, hath not yet paid the aforesaid several sums of money, or either of them, or any part of either of them, to the said plaintiff, (although so to do the said defendant was requested by the said plaintiff, afterwards, to wit, on the day and year aforesaid, and often afterwards, to wit, at the county aforesaid;) but to pay the same the said defendant hath hitherto altogether refused and doth still refuse so to do, to the damage of the said plaintiff of seven thousand dollars, and therefore he brings this suit, &c.

PATRICK McLAUGHLIN,
Plaintiffs' Attorney.

Which said declaration is thus endorsed, to wit: "Mr. Spicer: File this nar and. enter judgment."

PATRICK McLAUGHLIN,
Att'y for Pltt's.
DOBBIN & TALBOTT,
Att'ys for Defendt.

Promissory Notes.

No. 42. BALTIMORE, *July* 1st, 1841.

Two years after date, the Tide Water Canal Company promises to pay William Bose, or bearer, one hundred four dollars, with six per cent. interest, payable semi-annually.

J. R. WELSH,
Treasurer.

[Across face:] Cancelled by judgment.

No. 639. TIDE WATER CANAL,
Baltimore, May 1st, 1840.

The Tide Water Canal Company will deliver to the holder of this certificate one dollar in bonds, redeemable in five years, bearing six per cent. interest, payable semi-annually, and convertible into stock at any time within that period, at the option of the holder, when certificates to the amount of one hundred dollars or more are presented at the office of the said company.

[Across face:] Cancelled by judgment.

223. MARYLAND. 223.

Twelve months after date, the Tide Water Canal Company promise to pay William Bose, or bearer, fifty dollars, with six per cent. interest.

J. R. WELSH, *Treasr.*

Baltimore, January 1st, 1841.

[Across face:] Cancelled by judgment.

224. MARYLAND. 224.

Twelve months after date, the Tide Water Canal Company promise to pay William Bose, or bearer, fifty dollars, with interest six per cent.

J. R. WELSH,
Treasurer.

Baltimore, January 1st, 1841.

[Across face:] Cancelled by judgment.

391. MARYLAND. 391.

Twelve months after date, the Tide Water Canal Company promise to pay to William Bose, or bearer, one hundred dollars, with six per cent. interest.

J. R. WELSH, *Treasr.*

Baltimore, January 1st, 1841.

[Across face:] Cancelled by Judgment.

393. MARYLAND. 393.

Twelve months after date, the Tide Water Canal Company

promise to pay to William Bose, or bearer, one hundred dollars, with six per cent. interest.

J. R. WELSH, *Treasr.*

Baltimore, January 1st, 1841.
[Across face :] Cancelled by judgment.

No. 116. MARYLAND. 116.

Twelve months after date, the Tide Water Canal Company promise to pay to William Bose, or bearer, one hundred dollars, with six per cent. interest.

J. R. WELSH, *Treasr.*

Baltimore, Jan'y 1st, 1841.
[Across face:] Cancelled by judgment.

No. 115. MARYLAND. 115.

Twelve months after date, the Tide Water Canal Company promise to pay William Bose, or bearer, one hundred dollars, with six per cent. interest.

J. R. WELSH, *Treasr.*

Baltimore, Jan'y 1, 1841.
[Across face :] Cancelled by judgment.

No. 114. MARYLAND. 114.

Twelve months after date, the Tide Water Canal Company promise to pay to William Bose, or bearer, one hundred dollars, with six per cent. interest.

J. R. WELSH, *Treasr.*

Baltimore, Jany. 1, 1841.
[Across face:] Cancelled by judgment.

No. 113. MARYLAND. 113.

Twelve months after date, the Tide Water Canal Company promise to pay to William Bose, or bearer, one hundred dollars, with six per cent. interest.

J. R. WELSH, *Treasr.*

Baltimore, Jan'y 1, 1841.
[Across face :] Cancelled by judgment.

No. 112. MARYLAND. 112.

Twelve months after date, the Tide Water Canal Company promise to pay to William Bose, or bearer, one hundred dollars, with six per cent. interest.

J. R. WELSH, *Treasr.*

Baltimore, Jany. 1st, 1841
[Across face :] Cancelled by judgment.

No. 111. MARYLAND. 111.

Twelve months after date, the Tide Water Canal Company

promise to pay to William Bose, or bearer, one hundred dollars, with six per cent. interest.

J. R. WELSH, *Treasr.*

Baltimore, Jan'y 1st, 1841.
[Across face:] Cancelled by judgment.

No. 110. MARYLAND. 110.

Twelve months after date, the Tide Water Canal Company promise to pay to William Bose, or bearer, one hundred dollars, with six per cent. interest.

J. R. WELSH, *Treasr.*

Baltimore, Jan'y 1st, 1841.
[Across face:] Cancelled by judgment.

No. 109. MARYLAND. 109.

Twelve months after date, the Tide Water Canal Company promise to pay to William Bose, or bearer, one hundred dollars, with six per cent. interest.

J. R. WELSH, *Treasr.*

Baltimore, Jan'y 1st, 1841.
[Across face:] Cancelled by judgment.

No. 108. MARYLAND. 108.

Twelve months after date, the Tide Water Canal Company promise to pay to William Bose, or bearer, one hundred dollars, with six per cent. interest.

J. R. WELSH, *Treasr.*

Baltimore, Jan'y 1st, 1841.
[Across face:] Cancelled by judgment.

No. 107. MARYLAND. 107

Twelve months after date, the Tide Water Canal Company promise to pay to William Bose, or bearer, one hundred dollars, with six per cent. interest.

J. R. WELSH,
Treasurer.

Baltimore, Jan'y 1, 1841.
[Across face:] Cancelled by judgment.

No. 106. MARYLAND. 106

Twelve months after date, the Tide Water Canal Company promise to pay to William Bose, or bearer, one hundred dollars, with six per cent. interest.

J. R. WELSH,
Treasurer.

Baltimore, Jan'y 1, 1841.
[Across face:] Cancelled by judgment.

Dolls. 200. BALTIMORE, Jan'y 1, 1841.

Six months after date, the Tide Water Canal Company promise to pay to William Bose, or bearer, two hundred dollars, with interest, for value received.

J. R. WELSH,
Treasurer.

[Across face:] Cancelled by judgment.

Dolls. 1250. BALTIMORE, January 1, 1841.

Six months after date, the Tide Water Canal Company promise to pay to William Bose, or bearer, twelve hundred and fifty dollars, with interest, for value received.

J. R. WELSH,
Treasurer.

[Across face:] Cancelled by judgment.

Dolls. 250. BALTIMORE, January 1, 1841.

Six months after date, the Tide Water Canal Company promise to pay to William Bose, or bearer, two hundred and fifty dollars, with interest, for value received.

J. R. WELSH,
Treasurer.

[Across face:] Cancelled by judgment.

Tide Water Canal Company, to Robert Gue, Dr.

1841, January 1.	To 1 note at six months, with int., for..	$1,250
	2 notes, at six months, with int., for $200 and 250.....	450
	13 notes, at 12 months, with int., and for one hundred dollars, and numbered, respectively, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 391, 393.....	1,300
	2 notes, at 12 months, with interest from date, each for $50, and numbered respectively 223, 224.....	100
July 1.	1 note at two years, with interest from date, and numbered 42, for.....	104
1840, May 1.	1 note, No. 6392, for.....	1
		$3,205

And thereupon, at the November term, eighteen hundred and forty-nine, of the said circuit court, to wit, on the first Monday in November, in the year of our Lord one thousand eight hundred and forty-nine, come into the circuit court here the parties aforesaid, by their attorneys aforesaid.

And the said Tide Water Canal Company, by its attorneys, comes

and says, that it cannot deny the action of the said Robert Gue, nor but that it, the said Tide Water Canal Company, did undertake and promise in manner and form as the said Robert Gue above thereof against it hath complained, nor but that the said Robert Gue hath sustained damages by reason of the non-performance of the promises and undertakings in the said declaration mentioned, to the sum of seven thousand dollars, as by the said declaration is supposed.

Whereupon the said Robert Gue, by his attorney aforesaid, prays judgment and his damages, so acknowledged, together with his costs and charges by him about his suit in this behalf laid out and expended, to be adjudged to him, &c.

Therefore, it is considered by the court here, that the said Robert Gue recover against the said Tide Water Canal Company, as well the said sum of seven thousand dollars for his damages in form aforesaid acknowledged, as the sum of $14 25 adjudged by the court here unto the said Robert Gue for his costs and charges by him about his suit in this behalf expended; and the said Tide Water Canal in mercy, &c.

MEMORANDUM.—Judgment was rendered in this action on the 12th day of November, 1849, for the damages laid in the declaration and costs of suit; the said damages to be released on payment of the sum of $1,250, with interest from the 1st January, 1841; and on payment of the further sum of $450, with interest from 1st January, 1841; and on payment of the further sum of $1,300, with interest from 1st January, 1841; and on payment of the further sum of $100, with interest from 1st January, 1841; and on payment of the further sum of $104, with interest from 1st January, 1841; and on payment of the further sum of $1, with interest from 12th November, 1849, until paid, and costs of suit.

In testimony that the aforegoing is a true copy from the record and proceedings of the circuit court aforesaid, I hereunto [SEAL.] subscribe my name, and affix the seal of the said circuit court, this first day of December, in the year of our Lord, one thousand eight hundred and fifty-seven.

THO. SPICER,
Cl'k Cir'ct Ct.

Exhibit No. 2.

THE UNITED STATES OF AMERICA,
District of Maryland, to wit:

At a circuit court of the United States for the fourth circuit in and for the Maryland district, begun and held at the city of Baltimore on the first Monday in April, in the year of our Lord one thousand eight hundred and fifty-six.

Present, the honorable William F. Giles, of Maryland district; Wm. Meade Addison, esquire, attorney; John W. Watkins, esquire, marshal; Thomas Spicer, clerk:

Among other were the following proceedings, to wit:

ROBERT GUE
vs.
THE TIDE WATER CANAL COMPANY.

Be it remembered, that heretofore, to wit, on the first day of November, in the year of our Lord one thousand eight hundred and fifty-five, the said Robert Gue, by Patrick McLaughlin, his attorney, prosecuted and sued forth of and upon a judgment in the circuit court here rendered, the writ of the United States of America of sirie facias, to the marshal of the Maryland district directed, in the words and of the tenor following, to wit:

Writ.

THE UNITED STATES OF AMERICA,
District of Maryland, to wit:

[SEAL.] To the marshal of the Maryland district, greeting:

Whereas, at a circuit court of the United States for the fourth circuit in and for the Maryland district, begun and held at the city of Baltimore, on the first Monday in November, in the year of our Lord one thousand eight hundred and forty-nine, Robert Gue, a citizen of the State of Pennsylvania, by the judgment of the same court, recovered against the Tide Water Canal Company, late of the district aforesaid, incorporated by the act of the General Assembly of Maryland, as well the sum of seven thousand dollars, current money, for his damages which he had sustained by reason of the non-performance of certain promises and assumptions by the said Tide Water Canal Company to the said Robert Gue before that time made, as the sum of fourteen dollars and twenty-five cents by his costs and charges by him about his suit in that behalf laid out and expended, whereof the said Tide Water Canal Company is convict, as of record it manifestly appears.

And now, on the behalf of the said Robert Gue, in the said circuit court, it hath been understood, that although the judgment aforesaid in form aforesaid is given, yet execution for the damages, costs, and charges aforesaid, still remains to be made for him; wherefore the said Robert Gue hath besought that a proper remedy be granted him in this behalf; and as it is right that those things which in the said court are lawfully transacted and adjudged should be carried into due and speedy execution, you are therefore hereby commanded that, by good and lawful men of your district, you give notice to the said Tide Water Canal Company, that it

be and appear before the said circuit court, to be held at the city of Baltimore, on the first Monday in November instant, to show if it hath or can say anything for itself, why the said Robert Gue ought not to have his execution against it for the damages, costs, and charges aforesaid, according to the force, form, and effect of the recovery aforesaid, if it, the said Tide Water Canal Company, shall think fit, and further to do and receive what the said court shall then and there consider concerning it in this behalf: and have there then the names of those by whom you give it notice and this writ.

Witness the honorable R. B. Taney, Chief Justice of our Supreme Court, the first Monday in December, in the year of our Lord one thousand eight hundred and fifty-four.

P. McL. Issued 1st Nov., 1855.

THO. SPICER,
Clk Cir. Ct.

At which said first Monday in November, in the year of our Lord one thousand eight hundred and fifty-five, and being the return day of said aforegoing writ, comes into the circuit court here the said Robert Gue, by his attorney aforesaid, and the marshal of the Maryland district aforesaid, to whom the said writ was in form aforesaid directed, makes return thereof to the court here, thus endorsed, to wit:

Made known in the presence of J. W. Watkins, jr., and David Vance.

J. W. WATKINS,
U. S. Marshal.

And the said Tide Water Canal Company being so forewarned, now here comes, by George W. Dobbin and William A. Talbott, its attorneys.

Thereupon further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties, and their attorneys aforesaid, and by order of the court here thereon, is continued until the first Monday in April next.

At which said first Monday in April, in the year of our Lord one thousand eight hundred and fifty-six, comes again into the circuit court here the parties aforesaid, by their attorneys aforesaid.

Therefore, it is considered by the court here, that the said Robert Gue have execution against the said Tide Water Canal Company for as well the damages, costs, and charges aforesaid in the said writ of scire facias aforesaid mentioned, according to the force, form, and effect of the recovery aforesaid, as the sum of fourteen dollars and eighty-five cents to the said Robert Gue on his assent by the court here adjudged for his costs and charges, which he hath sustained by reason of the delay of the execution of the judgment aforesaid; and the said Tide Water Canal Company, in mercy, &c.

In testimony that the aforegoing is a true copy taken from the record and proceedings of the circuit court aforesaid, I [SEAL.] hereunto subscribe my name and affix the seal of the said circuit court, this thirtieth day of November, in the year of our Lord one thousand eight hundred and fifty-seven.

THO. SPICER,
Clk Cir. Ct.

Afterwards, to wit, on the sixth day of July, in the year of our Lord one thousand eight hundred and fifty-eight, the parties aforesaid, by their solicitors aforesaid, filed in the circuit here an agreement, in the words and of the tenor following, to wit:

Agreement.

IN THE CIRCUIT COURT OF THE UNITED STATES,
For the Maryland District.

THE TIDE WATER CANAL COMPANY
vs.
ROBERT GUE.
} In equity.

It is agreed in this cause, in addition to such facts as are established by the pleadings, and also by the exhibits filed with the bill and answer, which may be read on the hearing in the same manner as if they had been regularly put in proof, that Robert Gue, the defendant, was a citizen of the State of Pennsylvania, and resided therein in the year 1849, and has resided there and been a citizen of that State ever since, and that the indebtedness to him of the complainant shown by the transcript of the judgments exhibited with his answer, was incurred on account of work and materials done and furnished by him at said company's request, in the years 1837, 1838, and 1839, in and about the construction of the Tide Water canal and its works.

It is further agreed, that all acts of the General Assembly of Maryland and Pennsylvania may be read on final hearing, and on appeal from the printed statute books of those States.

It is further agreed, that the property of the complainant levied on by the defendant is covered by the deed of 23d December, 1841, and that it is all now in the complainant's possession, and not in the possession of the trustees named in said deed, and that it was in said complainant's possession at the time of the levy of the execution, and that such possession was taken by the complainant under the act of 1852.

It is further agreed, that the defendant never assented to said deed, or to said act of 1852, except in so far as he may be considered to have constructively assented to the same by not having dissented therefrom in writing, according to the terms of said act.

And it is further admitted, that the defendant did not dissent in writing from the act of 1852, but this admission is not to pre-

clude him from any advantage which he may be legally entitled to under the scire facias issued on his judgment and the proceedings thereon.

And it is further admitted the provisions of the said act of 1852 have been complied with by the trustees therein named and by the said Tide Water Canal Company, in manner and form as required by the terms of said act.

And it is further admitted, that all the other creditors of the said Tide Water Canal Company have assented to the provisions of the said act of 1852, and have been settled with in accordance with the terms of said act.

And it is further agreed, that the Tide Water Canal Company is a corporation created by the State of Maryland, now in existence and duly organized, and that the said corporation owns the line of canal and its appurtenances which extends from Havre-de-Grace, in Maryland, to the Pennsylvania line, and that the Susquehanna Canal Company, a corporation created by the State of Pennsylvania, owns all the shares of stock in the said Tide Water Canal Company.

It is further agreed, for the purposes of this case, but the admission is not to bend beyond it, that the property of the complainant levied on by the defendant is necessary for the uses and working of the Tide Water canal, and that it is owned by the complainant in fee, and that the property levied on shall be taken to be the whole property of the complainant in the State of Maryland.

DOBBIN & TALBOTT,
Solcrs. for Complts.
J. M. CAMPBELL,
P. McLAUGHLIN,
For Def.

Afterwards, to wit, on the seventh day of July, in the year of our Lord one thousand eight hundred and fifty-eight, the circuit court here made and passed the following decree, to wit:

Decree.

IN THE CIRCUIT COURT OF THE UNITED STATES,
For the Maryland District.

THE TIDE WATER CANAL COMPANY
vs.
ROBERT GUE.
} In equity.

This cause standing ready for hearing, and being submitted, the bill, answer, and other proceedings have been read and considered; it is thereupon, this seventh day of July, eighteen hundred and fifty-eight, by the authority of this court, adjudged, ordered, and

decreed, that the injunction heretofore issued in this cause be, and the same is hereby made perpetual.

WILLIAM F. GILES.

From which said decree so as aforesaid passed the said Robert Gue, by his solicitors aforesaid, in open court here prayed an appeal to the Supreme Court of the United States, to be held at the city of Washington, on the first Monday in December next, and to him it is granted.

Thereupon it is ordered by the court here, that the record and proceedings aforesaid, with all things relating to the same, be transmitted to the said Supreme Court, and the same are hereby transmitted accordingly.

Appeal Bond.

Know all men by these presents, that we, Daniel Coonan, Maurice Bush, James S. Ryan, are held and firmly bound unto the Tide Water Canal Company in the just and full sum of five hundred dollars, lawful money of the United States, to be paid to the said Tide Water Canal Company, its certain attorney, successors or assigns, to which payment well and truly to be made and done, we hereby bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this day of October, in the year of our Lord one thousand eight hundred and fifty-eight.

Whereas at a circuit court of the United States for the fourth circuit in and for the Maryland district, begun and held at the city of Baltimore, on the first Monday in April, in the year of our Lord one thousand eight hundred and fifty-eight, the said Tide Water Canal Company recovered against the said Robert Gue a decree in the following words, to wit:

IN THE CIRCUIT COURT OF THE UNITED STATES,
For the Maryland District.

THE TIDE WATER CANAL COMPANY
vs.
ROBERT GUE. } In equity.

This cause standing ready for hearing, and being submitted, the bill, answer, and other proceedings having been read and considered, it is thereupon, this seventh day of July, eighteen hundred and fifty-eight, by the authority of this court, adjudged, ordered, and decreed, that the injunction heretofore issued in this cause be, and the same is hereby made perpetual.

WILLIAM F. GILES.

From which said decree so as aforesaid passed the said Robert Gue, by his solicitors, in open court here, prayed an appeal to the

Supreme Court of the United States, to be held at the city of Washington on the first Monday in December next:

Now the condition of the above obligation is such, that if the said Robert Gue shall well and truly prosecute with effect his said appeal, and pay unto the said Tide Water Canal Company, its certain attorney, successors or assigns, all such damages, costs, and charges as may be awarded unto it by the said Supreme Court of the United States, in case he, the said Robert Gue, shall fail to make good his said appeal, then the above obligation to be void and of none effect; otherwise to be and remain in full force and virtue in law.

DAN'L COONAN, [SEAL.]
MAURICE BUSH, [SEAL.]
JAS. S. RYAN, [SEAL.]

Signed, sealed, and delivered
in presence of—
JAMES HYDE.

Bond approved 24th November, 1858.
WILLIAM F. GILES.

In testimony that the aforegoing is a true copy taken from the record and proceedings of the circuit court aforesaid, I hereunto subscribe my name and affix the seal of the said circuit [SEAL.] court this fifteenth day of December, in the year of our Lord one thousand eight hundred and fifty-eight.

THO. SPICER,
Clk. Circt. Ct.

N

P.

Pointe a la Hache

Church

Court House

Ship

Steamer

Steamer

Ship

S.69°W.

N.69°W.

N.56°W.

S.69°W.

S.85°E. Wide

S.45°W.

No 167 - Court of Freeholders

Steamer

Ship aground

2150 ft wide

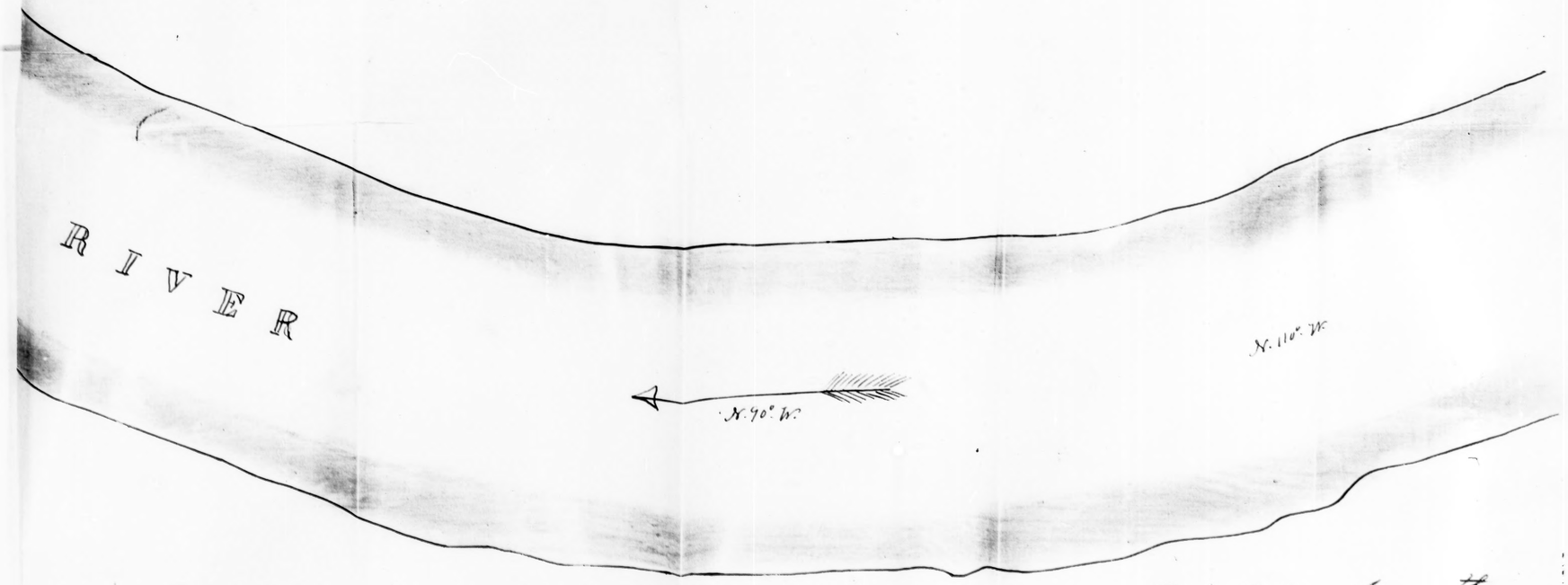
N. 45° W.

M I S S I S S I P P I

R I V E R

1mi 9 8 7 6 5 4 3 2 1 0 | 1500 | 2500 | 3500 | 4500 | 5500

Scale of 9 inches to 1 mile or 5280 feet



New Orleans July 20th 1853
G. T. Beauregard
Bvt Maj. U.S. Engrs

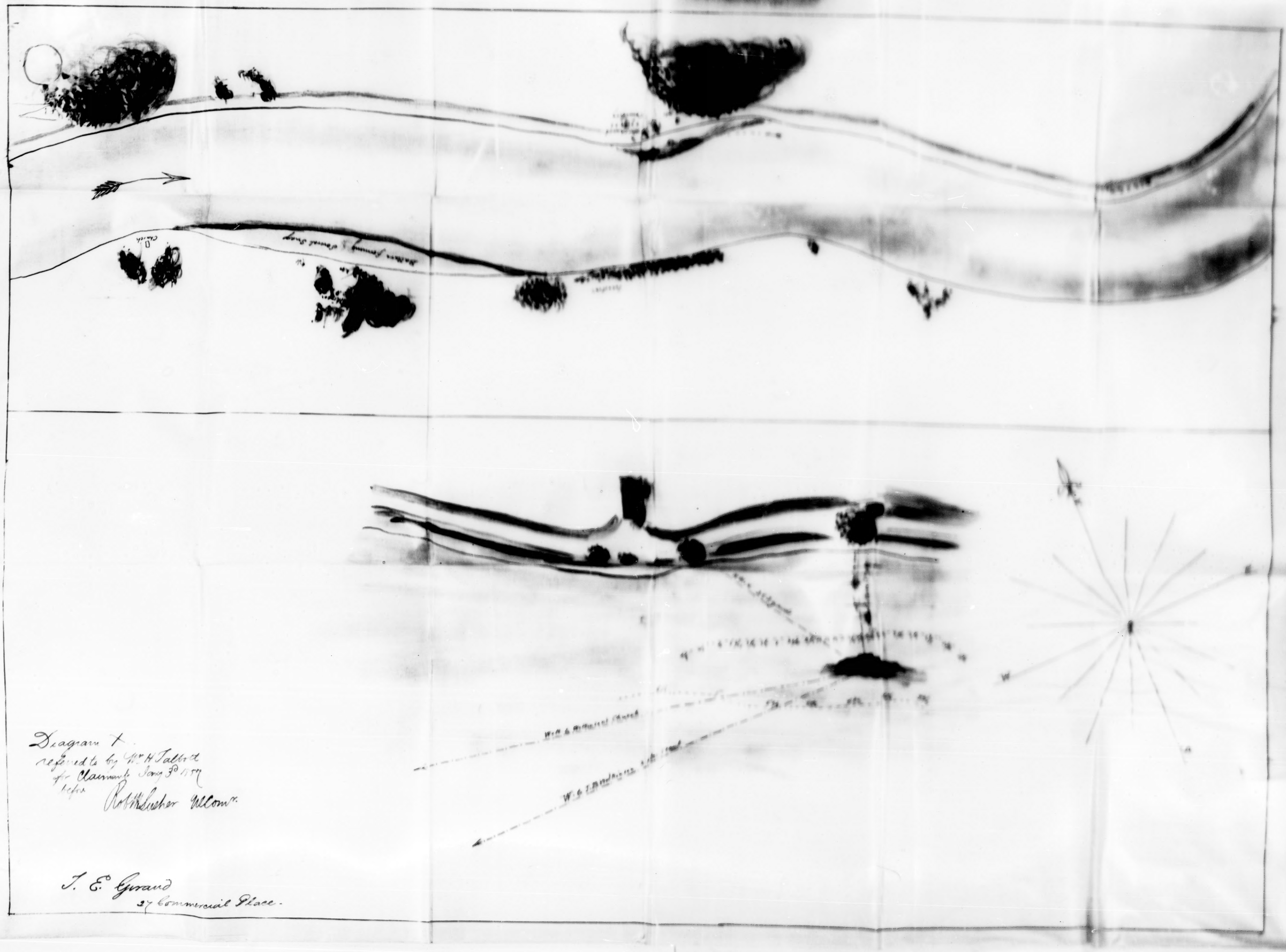
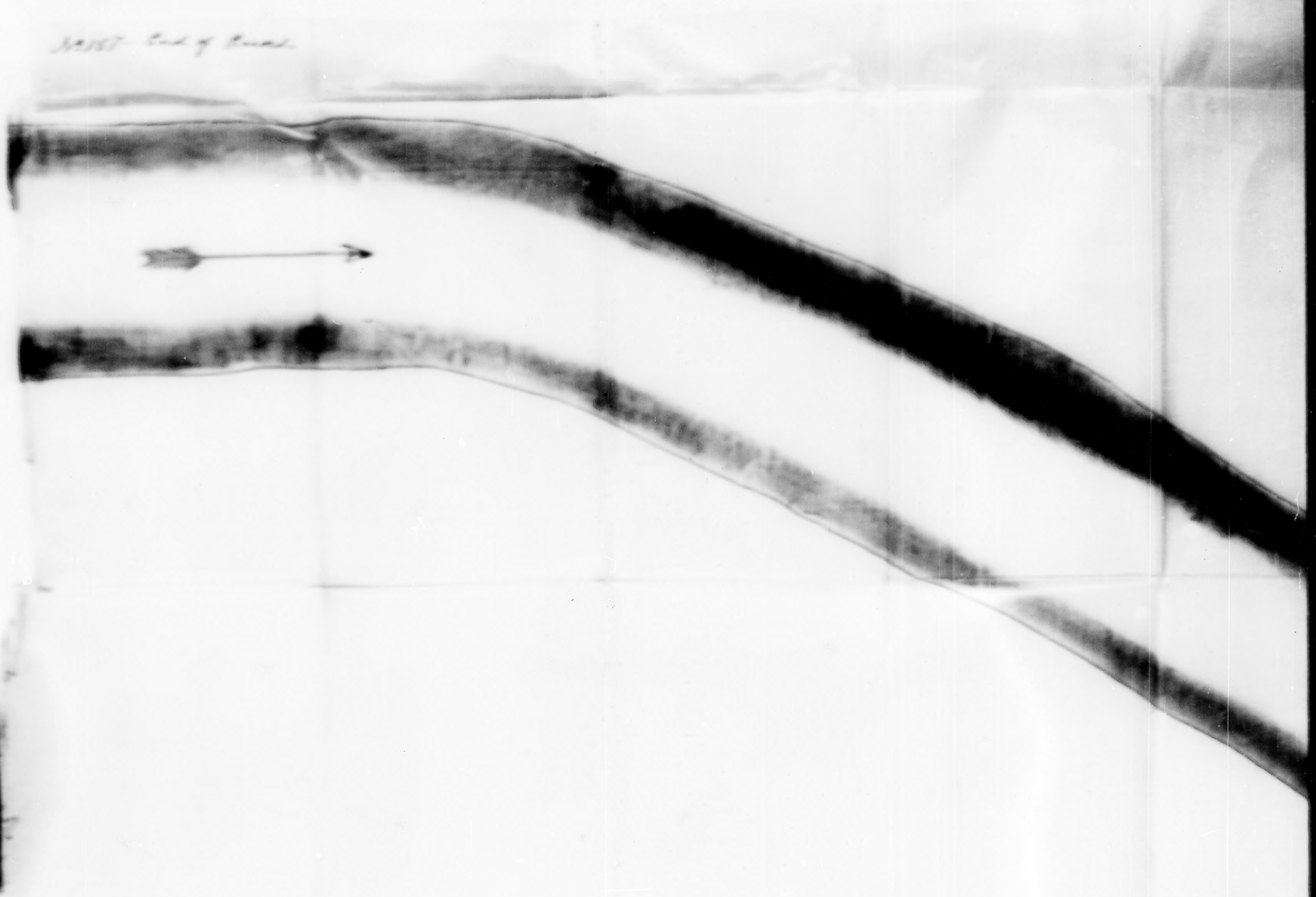
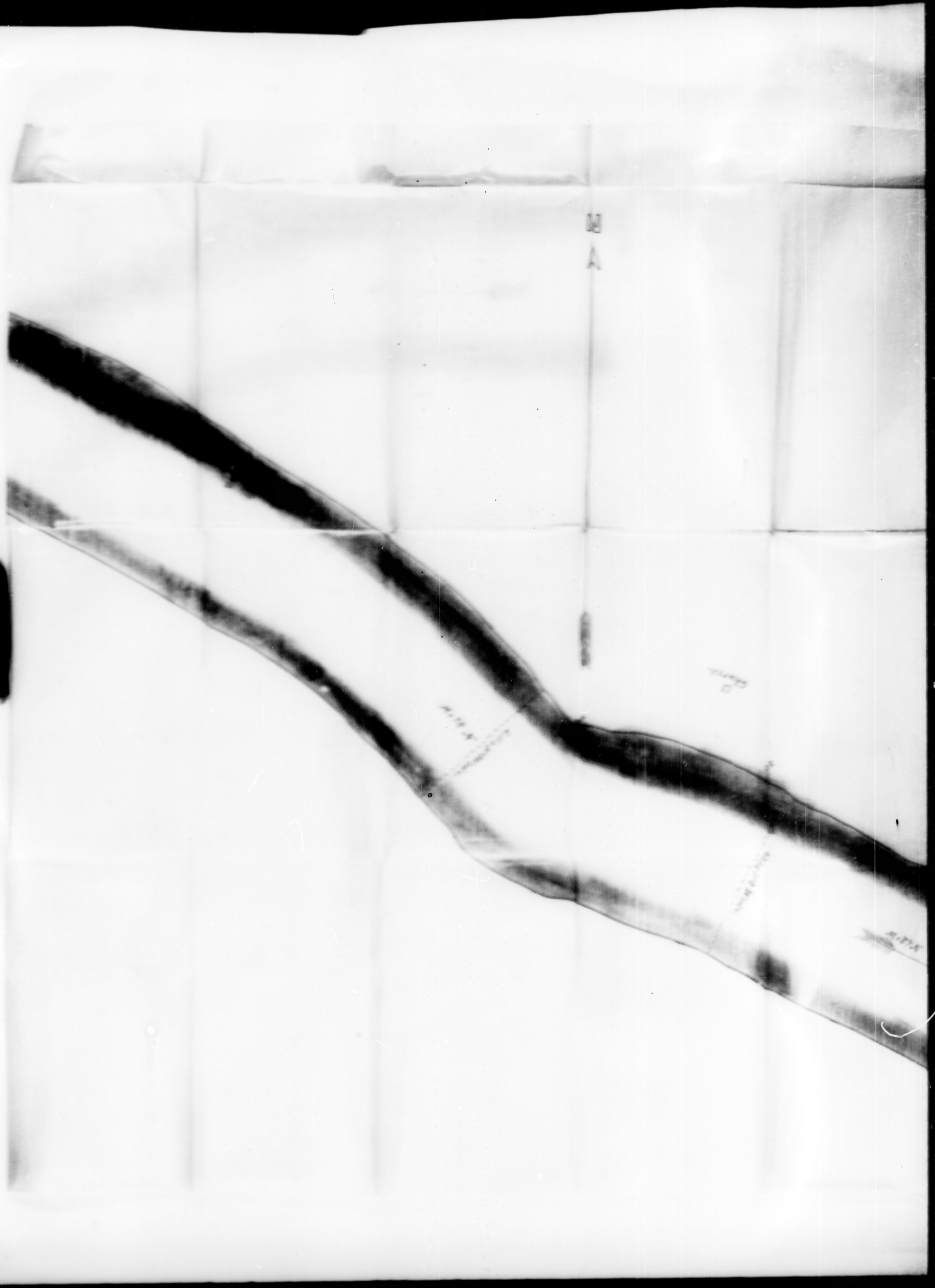


Diagram 1
referred to by Wm H Talbot
for Claimants Jany 30 1879
before
Robt Wallcut Comr.

T. E. Girard
27 Commercial Place.


M.R.S.T. - End of Bunker



RULES TO BE OBSERVED BY PILOTS

IN REGARD TO

STEAMERS' LIGHTS, TO PREVENT COLLISION AT NIGHT.

In addition to the Rules and Regulations for the government of Pilots, issued by the Board of Supervising Inspectors, (which see, 1864,) the following in regard to lights to prevent collisions at night shall be observed by the Pilots of Steamers navigating bays, sounds, rivers, lakes, and coasts, excepting those employed upon the coast of Mexico and their tributaries.)

RULE 6TH.

STEAMERS' LIGHTS,

TO PREVENT COLLISION AT NIGHT.

When under Weigh, a Bright White Light at the Foremast Head on all Steamers but Sea Steamers, but upon the stern of Steamers not engaged in carrying out Green Lights on the Starboard side. Red Lights on the Port side.

When at Anchor, a Bright White Light at least four clear inches of water. The Lanthorn is constructed and placed so as to show a good light all round the horizon.

1. The Mast Head or Stern Lights to be visible at a distance of at least 5 miles in a clear dark night, and the Lanterns to be so constructed as to show a uniform and unbroken light over an arc of the horizon of 20 points of the compass, viz., from right ahead to two points abaft the beam on each side of the ship.

2. The colored side Lights to be visible at a distance of at least 4 miles in a clear dark night, and the Lanterns to be so constructed as to show a uniform and unbroken light over an arc of the horizon of 10 points of the compass, viz., from right ahead to two points abaft the beam on their respective sides.

3. The side Lights to be supplied with inboard screens of at least 3 feet long to prevent them from being seen across the bow. The screens to be placed in a fore and aft line with the inner edge of the side Lights.

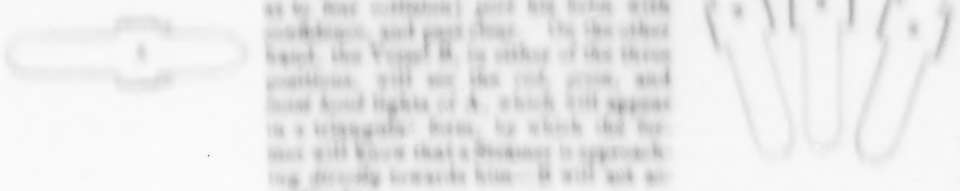
DIAGRAM

The following Diagrams are attached to illustrate the working of the above Rules:

1st Supposition.

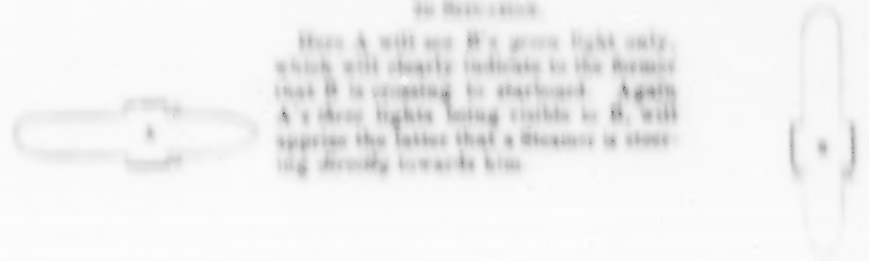
In this situation the Steamer A will only see the *Red Light* of the Vessel B, in consequence of the three positions the latter may happen to be, besides the green light will be hid from view. A will be relieved from the inshore side of B in towards him, and that the latter is therefore steering the bows of A in some direction to Port. A will therefore (if to close as to fear collision) port his helm with confidence, and pass clear. On the other hand, the Vessel B, in either of the three positions, will see the red, green, and both bow lights of A, which will appear in a triangular form, by which the former will know that a Steamer is approaching directly towards him—B will act accordingly.

It is scarcely necessary to remark that the mast head or stern light will always be visible in every situation till shall the beam.



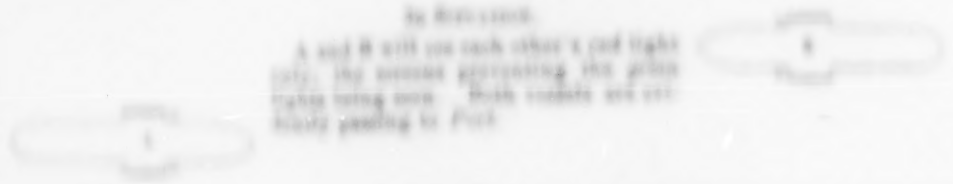
2d Supposition.

Here A will see *B's green light only*, which will clearly indicate to the former that B is crossing to starboard. Again A's three lights being visible to B, will apprise the latter that a Steamer is steering directly towards him.



3d Supposition.

A and B will see each other's red light only, the course preventing the green lights being seen. Both vessels are evidently passing to Port.

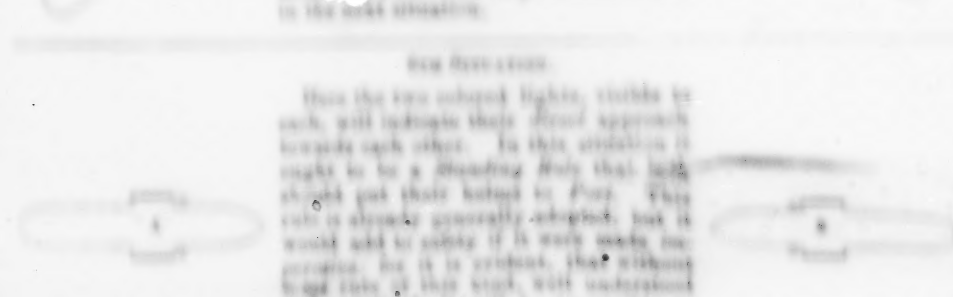


4th Supposition.

Here a green light only will be visible to each, the course preventing the red lights being seen. They are therefore passing to Starboard.

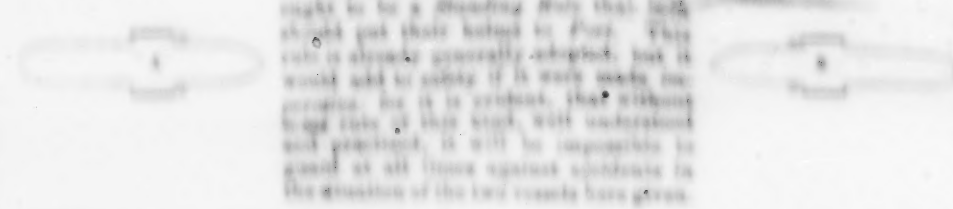
5th Supposition.

This is a situation requiring caution—the red light in view to A, and green to B, will inform both that they are approaching each other in an oblique direction. A should put his helm to port, according to the steering rule mentioned in the next situation.



6th Supposition.

Here the two colored lights, visible to each, will indicate their direct approach towards each other. In this situation it ought to be a *Standing Rule* that both should put their helms to *Port*. This rule is already generally adopted, but it would add to safety if it were made imperative, for it is evident, that without some such rule as this each will understand and practice it will be impossible to guard at all times against accidents in the situation of the two vessels here given.



The manner of fixing the Colored Lights should be particularly attended to. They will require to be fitted, each, with a screen of wood or canvas on the colored side, in order to prevent both being seen at the same moment from any direction but that of right ahead.

This is important, for without the screen any plan of how lights would be ineffectual as a means of indicating the direction of Steering.

This will be readily understood by a reference to the preceding illustrations, where it will appear evident, that in any situation in which two vessels may approach each other in the dark, the colored lights will instantly indicate to both the relative course of each—that is, each will know whether the other is approaching directly or crossing the bows either to Starboard or Port.

This intimation is all that is required to enable vessels to pass each other in the darkest night, with almost equal safety as in broad day, and for the want of which so many lamentable accidents have occurred.

(It might prove of infinite service, combined with the above plan of lighting Steamers, if all sailing Vessels were provided with a Green and Red Lanthorn, to be shown by hand on the Starboard or Port Bow, according to the side on which the vessel might be approaching.)

(If at anchor, all Vessels, without distinction, should exhibit a *Bright White Light* at least 20 feet above the surface of water.)

Note.—*Rule* 7th as well as rule 6th *is general, and to be observed by the Pilots of all Steamers.*

WM. BURNETT,
CHAS. W. COPELAND,
JOHN F. BROWN,
W. E. MUIR,
DAVID EMBREE,
JOHN SHALLCROSS,
BENJ. CRAWFORD,
ISAAC LEWIS,
A. WALKER,
Supervising Inspectors.

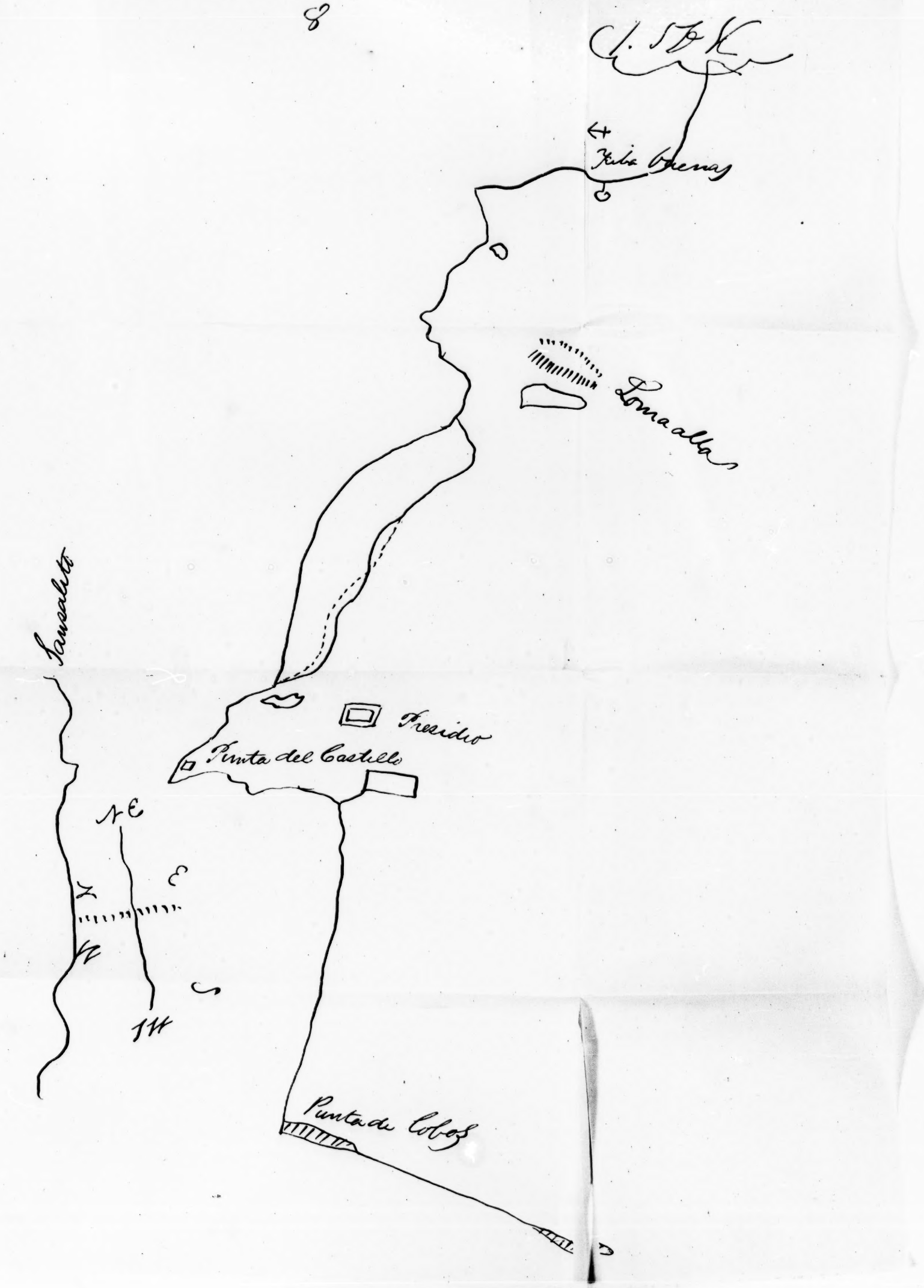
G.

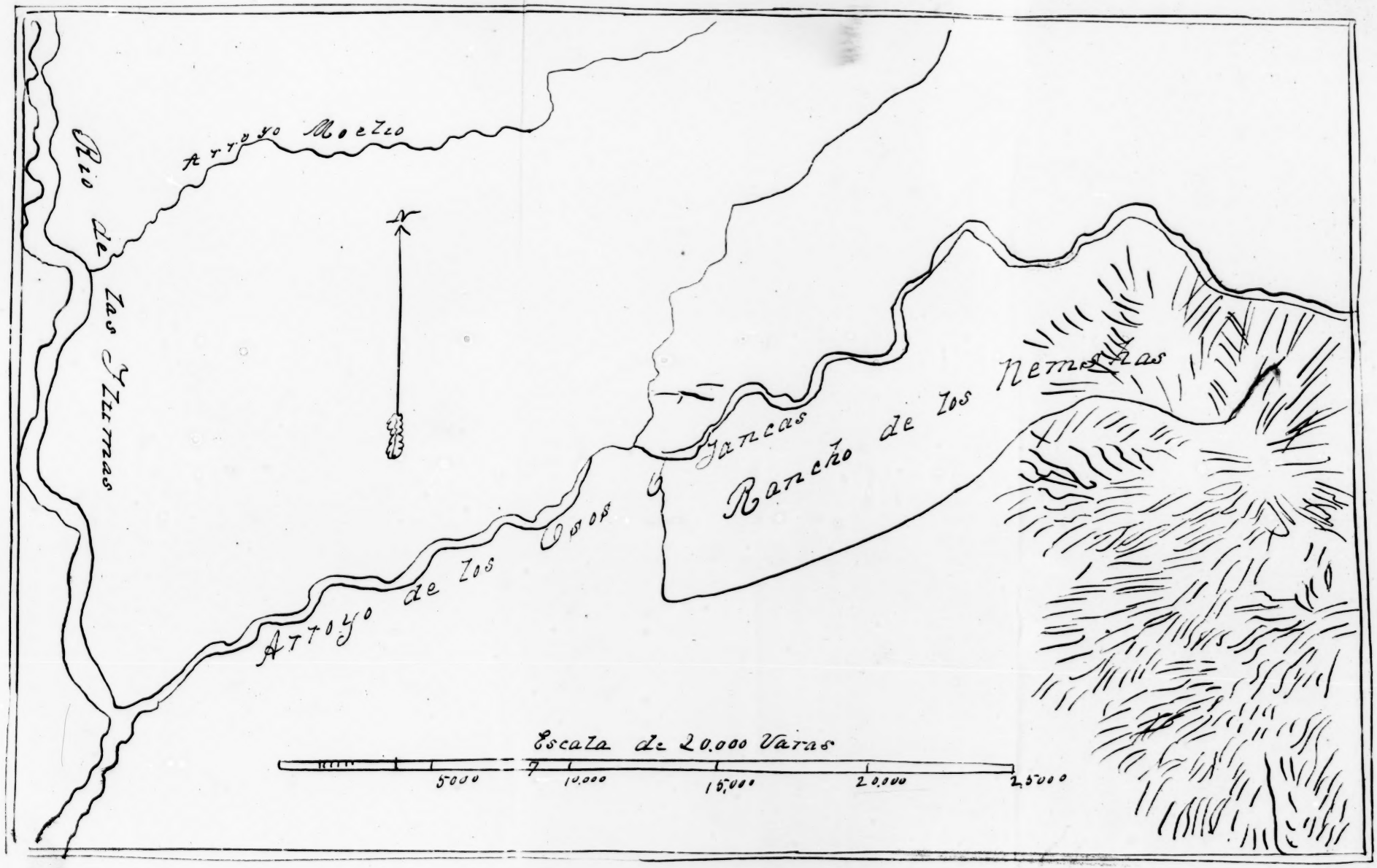
Collector's Return of Sales made of Dan'l Carroll's Property, extracted from his general return.

Number of square.	No. of lot.	In whose name assessed.	Tax on each sq. or lot.	Expenses on each sq. or lot.	Total amount of taxes and expenses.	To whom sold.	Amount sold for.	Amount received.	Date of redemption.	Date of deed.	To whom deeded.	Amount of surplus money.	
231	13	Carroll, Daniel	7 56	2 34	.....	Bank of Washington....	20 00	9 90	Nov. 8, 1837.				
	14	.....	4 47	2 34	.....	.....Ditto.....	6 81	6 81	Nov. 8, 1837.				
	15	.....	3 96	2 34	.....	.....Ditto.....	6 30	6 30	Nov. 8, 1837.				
	16	.....	3 90	2 34	.....	.....Ditto.....	6 24	6 24	Nov. 8, 1837.				
	17	.....	4 74	1 84	.....	.....Ditto.....	7 08	7 08	Nov. 8, 1837.				
263	10	.....	8 65	1 84	.....	John Kedglie.....	10 49	10 49	Mar. 10, 1836.				
264	21	and imp's.....	36 87	2 68	.....	Wm. Gunton	39 55	39 55	Feb'y 13, 1836.				
Fee. 409	E. ½ 2	.....	10 83	1 84	.....	Jesse Brown.....	12 67	10 67	.....	May 20, 1838.	.....	2 10	
	3	.....	12 78	1 84	.....	.....Ditto.....	15 00	14 62	.....	May 20, 1838.	.....	41	
	4	.....	12 78	1 84	.....	.....Ditto.....	14 62	14 62	.....	May 20, 1838.			
	5	.....	21 60	1 59	.....	.....Ditto.....	40 00	23 19	.....	May 20, 1838.	.....	17 49	
462	S. 1	.....	5 64	1 59	.....	Bank of Washington....	7 23	7 23					
	" 2	.....	2 91	1 59	.....	.....Ditto.....	4 50	4 50					
	" 3	.....	3 15	1 59	.....	.....Ditto.....	4 74	4 74					
	" 4	.....	3 33	1 59	.....	.....Ditto.....	4 92	4 92					
	" 5	.....	3 54	1 59	.....	.....Ditto.....	22 00	5 13					
	" 6	.....	3 75	1 59	.....	.....Ditto.....	5 34	5 34					
	" 7	.....	3 96	1 59	.....	.....Ditto.....	5 55	5 55					
	" 8	.....	4 14	1 59	.....	.....Ditto.....	5 73	5 73					
	" 9	.....	4 38	1 59	.....	.....Ditto.....	5 97	5 97					
	" 10	.....	4 74	1 59	.....	.....Ditto.....	6 33	6 33					
	" 12	.....	4 95	1 59	.....	.....Ditto.....	6 54	6 54					
	" 12	.....	5 19	1 59	.....	.....Ditto.....	6 78	6 78					
	" 13	.....	5 31	1 59	.....	.....Ditto.....	6 90	6 90					
	" 14	.....	3 78	1 59	.....	Thomas Crown.....	5 37	5 37					
	" 26	.....	4 56	1 59	.....	Bank of Washington....	6 15	6 15					
	" 27	.....	4 41	1 59	.....	.....Ditto.....	6 00	6 00					
	" 28	.....	4 26	1 59	.....	.....Ditto.....	11 00	5 85					
	" 29	.....	4 14	1 59	.....	.....Ditto.....	5 73	5 73					
	" 30	.....	3 96	1 59	.....	William Gunton.....	13 00	5 55	Sept. 8, 1855.				
	" 31	.....	3 84	1 59	.....	.....Ditto.....	31 00	5 43	Sept. 8, 1855.				
	" 32	.....	3 69	1 59	.....	.....Ditto.....	15 00	5 28	Sept. 8, 1855.				
	" 33	.....	3 31	1 59	.....	John P. Pepper	71 00	510 4 90	.....	April 10, 1838.	John P. Pepper..	65 90	Warrant July 25, 1840.
	" 34	.....	3 39	1 59	.....	.....Ditto.....	55 00	4 98	.....	April 10, 1838.	John P. Pepper..	50 62	Warrant July 25, 1840.
	" 35	.....	3 27	1 59	.....	John P. Pepper.....	43 00	4 86	.....	April 10, 1838.	John P. Pepper..	38 14	Warrant July 25, 1840.
	" 36	.....	3 09	1 59	.....	G. C. Grammer	55 00	468 5 68	.....	April 6, 1838.	G. C. Grammer..	50 32	Warrant July 25, 1840.
	" 37	.....	2 97	1 59	.....	.....Ditto.....	55 00	4 56	.....	April 6, 1838.	G. C. Grammer..	50 44	Warrant July 25, 1840.
	" 38	.....	2 82	1 59	.....	George Phillips.....	63 00	4 41	.....	Mar. 7, 1838.	George Phillips..	58 59	Warrant July 25, 1840.
	" 39	.....	4 35	1 59	.....	John M. Farrar	101 00	5 94	.....	Aug't 10, 1842.	John M. Farrar..	129 89	Warrant Aug. 24, 1851.
492	1	.....	15 24	1 59	.....	John Kedglie.....	17 00	16 83	Nov. 11, 1837.				
	2	.....	11 61	1 59	.....	John P. Pepper	50 00	13 20	Nov. 11, 1837.				
	10	.....	13 05	1 59	.....	Cornelius Cox	81 00	14 64	Nov. 11, 1837.				
	11	.....	16 98	1 59	.....	John P. Pepper.....	75 00	16 57	Nov. 11, 1837.				
	14	.....	8 58	1 59	.....	.....Ditto.....	75 00	10 17	Nov. 11, 1837.				
493	13	.....	7 35	1 59	.....	John Kedglie.....	31 00	8 94	Nov. 11, 1837.				
	14	.....	9 90	1 59	.....	John Pepper.....	37 00	11 49	Nov. 11, 1837.				
494	14	.....	21 00	1 59	.....	William Ratcliffe.....	34 00	22 59	Aug. 9, 1837.				
534	22	.....	3 69	1 59	.....	John P. Pepper.....	26 00	5 28	Dec. 19, 1837.				
	23	.....	3 72	1 59	.....	George Phillips.....	37 00	5 31	.....	Mar. 7, 1838.	Geo. Phillips.....	31 61	
577	1	.....	4 95	1 59	.....	Andrew Rothwell.....	25 00	6 54					
575	S. 3	and imp's.....	36 58	1 59	.....	Joseph Follansbee	405 00	38 17	Nov. 15, 1837.				
	E. ½ 2	.....	26 37	1 59	.....	John Purdy	27 96	27 96					
580	13	.....	3 94	1 59	.....	W. W. Billing.....	5 53	5 53					
634	18	.....	15 50	1 59	.....	Charles Wilkes.....	79 00	14 09	Jan'y 27, 1836.				
637	5	.....	8 58	1 59	.....	Francis B. Lord.....	11 00	10 07	.....	Mar. 9, 1838.	Francis B. Lord..	83	
	6	.....	4 93	1 59	.....	.....Ditto.....	7 00	6 52	.....	Mar. 9, 1838.	Francis B. Lord..	48	
638	6	.....	6 65	1 59	.....	.....Ditto.....	15 00	8 24					
683	5	.....	81	1 59	.....	Richard Barry.....	2 40	2 40					
685	10	.....	4 40	1 59	.....	Timothy Winn	5 99	5 99	Dec. 1, 1837.	.....	.....	.....	By Edward Simms, of executor.
	13	.....	3 27	1 59	.....	John Kedglie	8 00	4 86	.....	Dec. 27, 1837.	John Kedglie.....	3 14	
686	12	.....	5 64	1 59	.....	John T. Frost for W. H. Ball							
	13	.....	11 00	1 59	.....	.....Ditto.....							
	15	.....	15 37	1 59	.....	John T. Frost							
692	1	.....	2 20	1 59	.....	F. May.....	15 00	3 79					
	2	.....	3 30	1 59	.....	F. May.....	4 89	4 89					
	13	.....	1 82	1 59	.....	.....	3 41	3 41					
	14	.....	1 62	1 59	.....	.....	11 00	3 21					
693	8	.....	5 90	1 59	.....	John Kedglie.....	23 00	7 49					
	15	.....	3 70	1 59	.....	Eli Cross.....	37 00	5 29					
714	all	.....	1 47	1 59	.....	John A. Wilson.....	3 06	3 06					
729	12	and imp's.....	96 38	1 60	.....	G. C. Grammer	97 98	97 98					
732	2	.....	3 75	1 60	.....	Timothy Winn.....	5 35	5 35	Dec'r 19, 1837.				
	3	.....	4 32	1 60	.....	John P. Pepper	6 00	5 92					
	14	.....	3 24	1 60	.....	Chas. H. Wiltberger....	6 00	4 84					
	15	.....	3 24	1 60	.....	.....Ditto.....	25 00	4 84					
	17	.....	9 42	1 60	.....	.....Ditto.....	27 00	11 02					
	44	.....	5 94	1 60	.....	John P. Pepper	12 00	7 54	Jan'y 18, 1838.				
733	7	.....	3 15	1 60	.....	William Ingle	4 75	4 75	.....	May 12, 1840.	William Ingle.		
	8	.....	3 61	1 60	.....	.....Ditto.....	5 21	5 21					
	9	.....	3 61	1 60	.....	.....Ditto.....	5 21	5 21					
	10	.....	3 28	50	.....	William Ingle	3 88	3 88	.....	May 22, 1840.	William Ingle.		
	11	.....	3 22	50	.....	.....Ditto.....	3 82	3 82					
	12	.....	2 67	1 60	.....	.....Ditto.....	4 27	4 27					
	13	.....	2 94	1 60	.....	.....Ditto.....	4 54	4 54					
	14	.....	2 94	1 60	.....	.....Ditto.....	4 54	4 54					
	15	.....	3 99	1 60	.....	.....Ditto.....	5 59	5 59					
	16	.....	2 22	1 60	.....	.....Ditto.....	3 82	3 82					
	17	.....	2 28	1 60	.....	.....Ditto.....	3 88	3 88					
	18	.....	3 60	1 60	.....	.....Ditto.....	5 20	5 20					
	19	.....	3 61	1 60	.....	.....Ditto.....	5 21	5 21					
	20	.....	3 61	1 60	.....	.....Ditto.....	5 21	5 21					
	21	.....	3 15	1 60	.....	.....Ditto.....	4 75	4 75					
734	6	.....	7 20	1 60	.....	John Carothers.....	21 00						
	9	.....	3 52	1 60	.....	.....Ditto.....	5 12						
735	all	.....	50 77	1 60	.....	.....Ditto.....	53 00						
757	1	.....	15 04	1 60	.....	John P. Pepper.....	17 00	16 64					
	8	.....	5 31	1 60	.....	.....Ditto.....	7 00	6 91					
	9	.....	6 60	1 60	.....	John P. Pepper	9 00	8 20					
	10	.....	6 30	1 60	.....	Timothy Winn	7 90	7 90					
761	9	.....	4 98	1 60	.....	John P. Pepper	7 00	6 58					
	10	.....	6 30	1 60	.....	John Kedglie.....	8 00	7 90	.....	Dec'r 27, 1837.	John Kedglie.....	10	
	11	.....	5 03	1 60	.....	Timothy Winn..	6 63	6 63					
844	9	.....	3 44	1 60	.....	Ben. Parsons.....	5 04	5 04					
	10	.....	3 94	1 60	.....	.....Ditto.....	5 54	5 54					
	11	.....	3 94	1 60	.....	.....Ditto.....	5 54	5 54					
708	2	.....	2 65	1 60	.....	James Young	4 25	4 25	.....	July 24, 1838.	James Young.		
583	13	and imp's.....	7 07	1 60	.....	Allison Nailor.....	8 77	8 67	Nov. 27, 1837.	.....	.....	.....	By B. Bean, of A. Nailor.
795	2	.....	3 85	1 60	.....	H'y C. Slade.....	5 45	5 45	Dec. 14, 1837.				
	3	.....	3 85	1 60	.....	.....Ditto.....	7 00	5 45	Dec. 14, 1837.				
	17	.....	2 56	1 60	.....	.....Ditto.....	4 16	4 16	Dec. 14, 1837.				
	20	.....	2 83	1 60	.....	.....Ditto.....	4 50	4 43	Dec. 14, 1837.				
	21	.....	3 17	1 60	.....	.....Ditto.....	4 77	4 77	Dec. 14, 1837.				
	22	.....	3 17	1 60	.....	.....Ditto.....	4 77	4 77	Dec. 14, 1837.				
798	4	.....	4 59	1 60	.....	John P. Pepper.....	6 19	6 19	Dec. 14, 1837.				
	5	.....	4 51	1 60	.....	William Ratcliff.....	6 11	6 11	Dec. 14, 1837.				
	6	.....	3 96	1 60	.....	.....Ditto.....	6 56	6 56	Dec. 14, 1837.				
	7	.....	4 68	1 60	.....	.....Ditto.....	6 28	6 28	Dec. 14, 1837.				
	10	.....	3 96	1 60	.....	.....Ditto.....	5 56	5 56	Dec. 14, 1837.				
	11	.....	4 51	1 60	.....	.....Ditto.....	6 11	6 11	Dec. 14, 1837.				
	12	.....	4 59	1 60	.....	.....Ditto.....	6 19	6 19	Dec. 14, 1837.				
S. of 990	2	.....	1 15	1 60	.....	Adam Lindsay.....	2 75	2 75					
	4	.....	1 20	1 60	.....	.....Ditto.....	2 80	2 80					
991	1	.....	53	1 60	.....	.....Ditto.....	2 13	2 13					
	2	.....	62	1 60	.....	.....Ditto.....	2 22	2 22					
	10	.....	62	1 60	.....	.....Ditto.....	2 22	2 22					
	11	.....	1 07	1 60	.....	.....Ditto.....	2 67	2 67					
	12	.....	1 07	1 60	.....	.....	2 67	2 67					
	13	.....	93	1 60	.....	Adam Lindsay	2 53	2 53					
	14	.....	77	1 60	.....	.....Ditto.....	2 37	2 37					
				209 62	1,082 35								

№ 122. bb. fa. 85 & 86

8




Arroyo Moezo
Rio de las Yzumas
Arroyo de los Osos
Rancho de los Nemesias
Escala de 20.000 Varas
5000
10.000
15.000
20.000
25000

Mapa del Valle del Sacramento

SIERRA NEVADA

SIERRAS

Tierra Estéril

Rio de los Plumas

Rio de los Americanos

Rio de los Cosumnes

Rio de los Mokelumnes

Rio de San Joaquin

Rio de los Pinos

Rio de los Tulares

Rio de los Stanislaos

Rio de los Merced

Rio de los Diablos

Rio de los Mariposas

Rio de los Navarro

Rio de los Sacramento

Rio de los Trinidad

Rio de los Sonoma

Rio de los Napa

Rio de los Petaluma

Rio de los Cordua

Rio de los Bodega

Rio de los Russian

Rio de los Gallinas

Rio de los Salinas

Rio de los Pescadero

Rio de los Purisima

Rio de los Arroyo Grande

Rio de los Santa Barbara

Rio de los Santa Clara

Rio de los Santa Cruz

Rio de los San Lorenzo

Rio de los San Mateo

Rio de los San Francisco

Rio de los San Pablo

Rio de los San Antonio

Rio de los San Gabriel

Rio de los San Bernardino

Rio de los San Diego

Rio de los San Luis Rey

Rio de los San Juan Capistrano

Rio de los San Clemente

Rio de los San Diego

Rio de los San Luis Obispo

Rio de los San Miguel

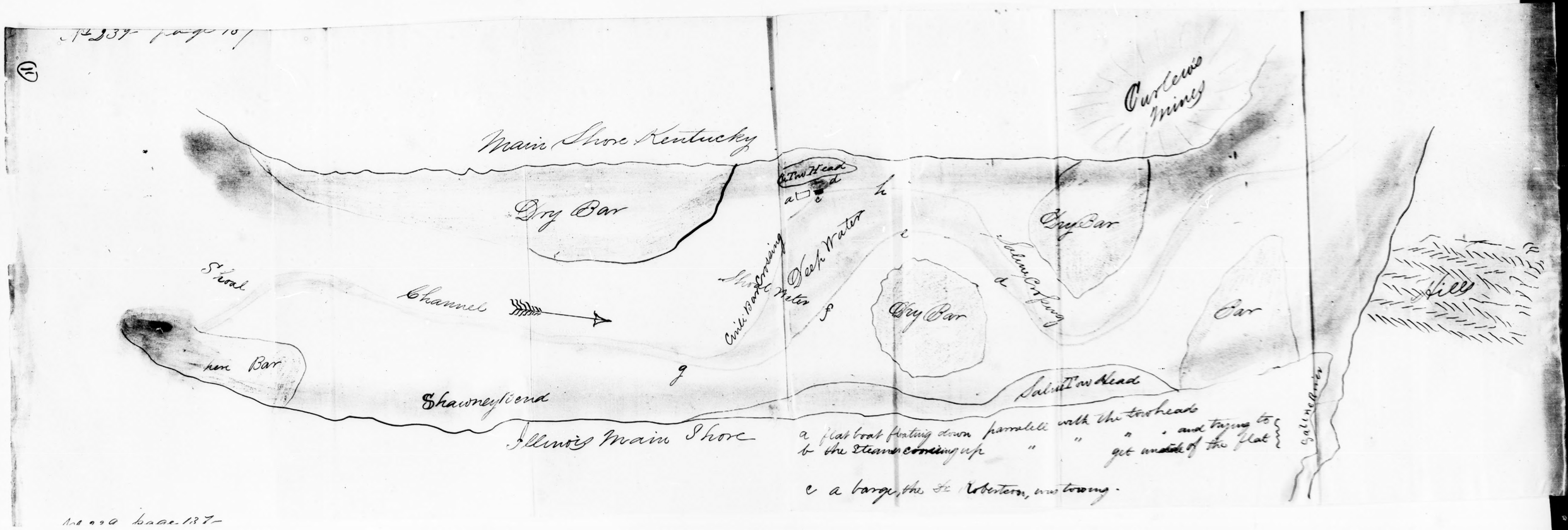
Rio de los San Antonio

Rio de los San Simeon

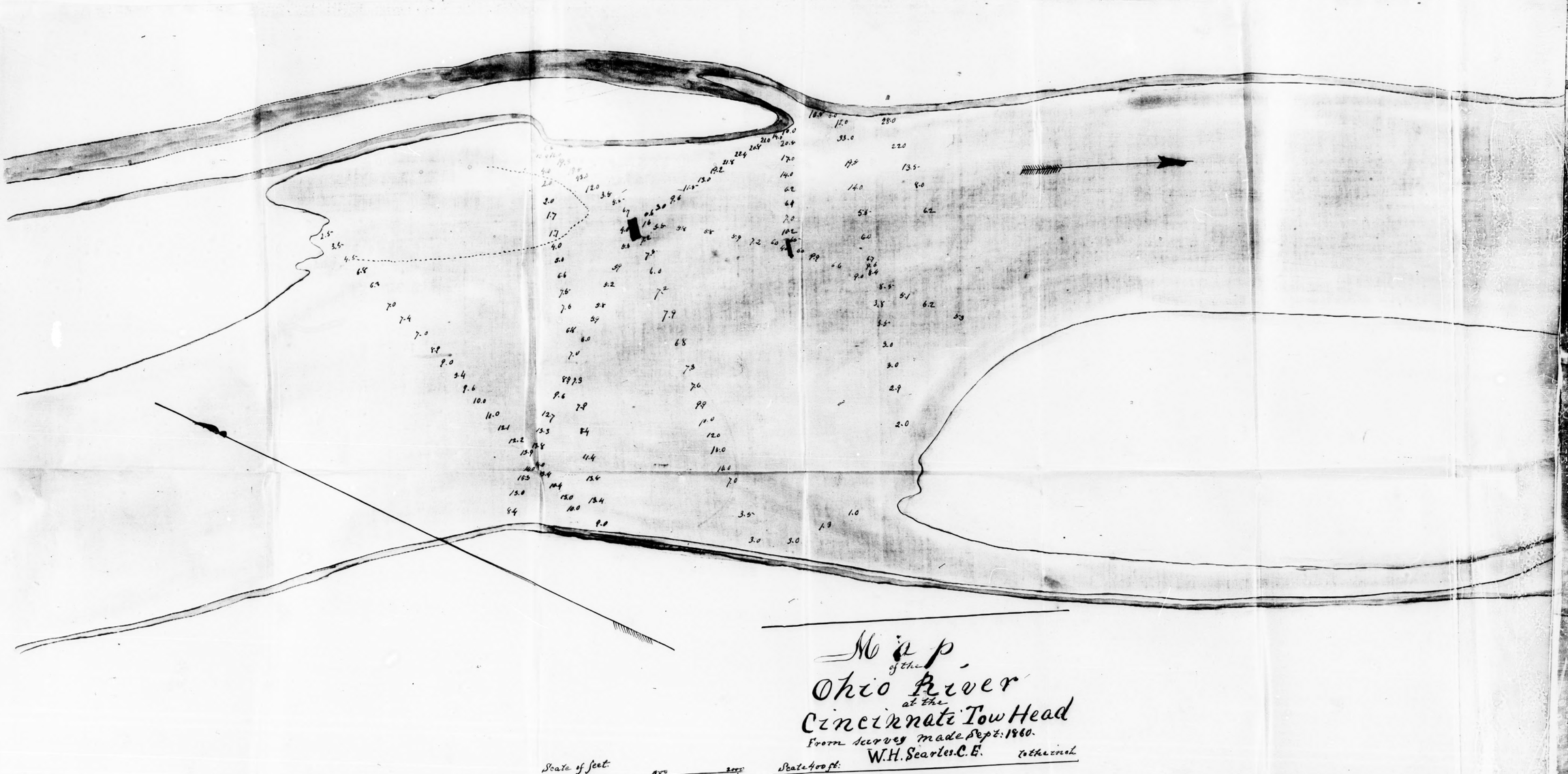
Rio de los San Carlos

Shipment of Barrels by Charles Belcher & Co. from New Orleans to Matanzas for acc. of Mess. Belcher & Bro., St. Louis, and for the use of their establishment at Matanzas, in 1852, 1853, and 1854.

| Exports. | | | | | | Imports. | | | | | |



No 238 page 137


Map
of the
Ohio River
at the
Cincinnati Tow Head
From survey made Sept: 1860.
W.H. Searles. C.E.
Scale of feet
Scale 400 ft:

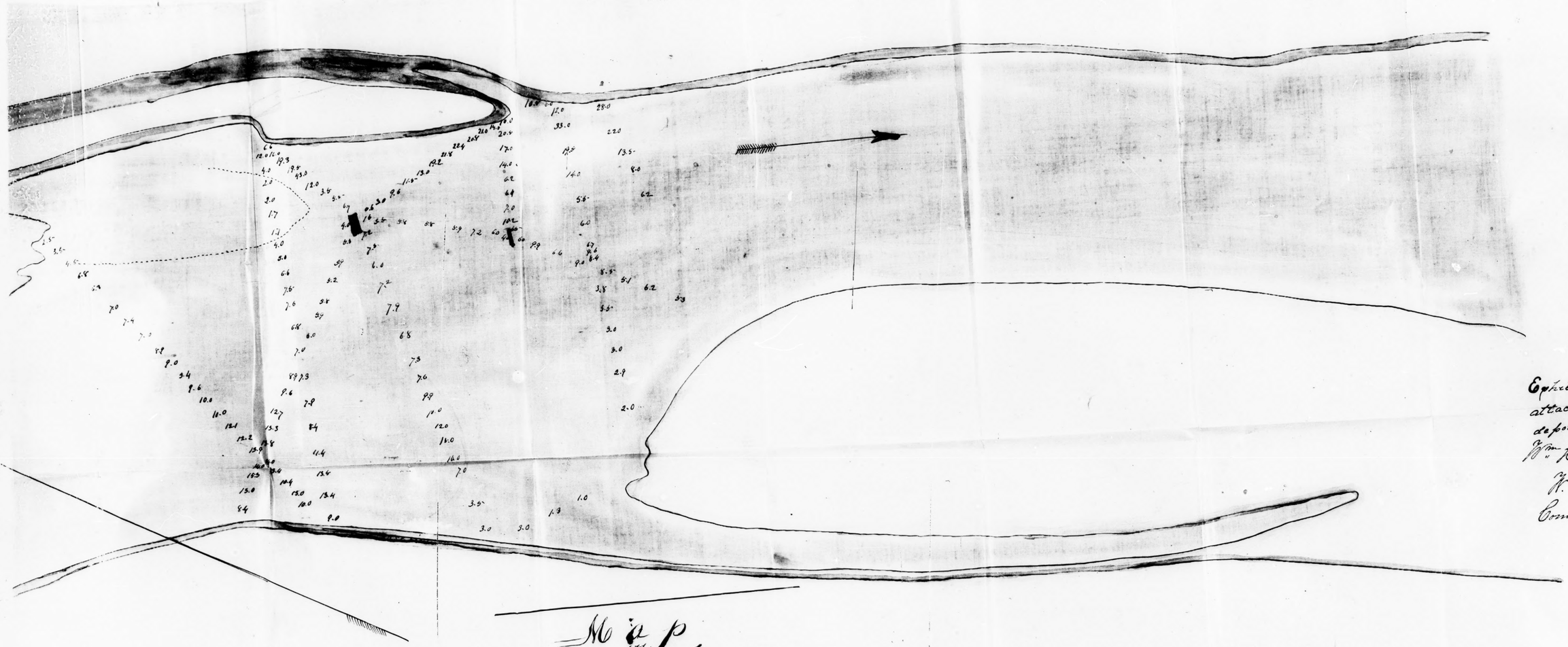


Exhibit A.
attached to
deposition of
Wm. H. Searles.
H. M. Teter
Commissioner

Map
of the
Ohio River
at the
Cincinnati Tow Head
From survey made Sept: 1860.
W.H. Searles C.E.

Scale 400 ft. to the inch

Scale of feet.
0 200 400 600 800 1000

#769 Fans of Esq.

#769 Plan of Esp.

Page 25

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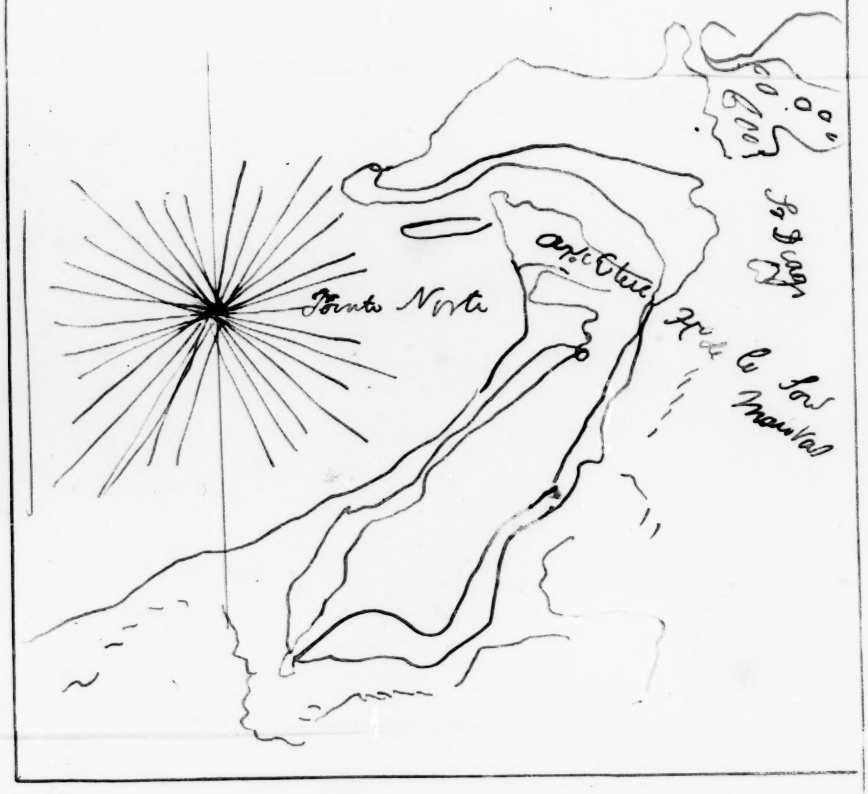
Mapa 34

P 99 k

Escala de Millas



Vicinia de la Isla y Peninsula
de Hoces de el Cuadrante Sur de Caleta

No 189 - pa 64

S. 1. S R. 7. E